


*Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodelcity.com*



December 3, 2013

TO: Honorable Mayor and City Council
FROM:  Jim Stretch, City Manager
SUBJECT: Amendment of City Manager's Employment Agreement

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the amendment of Section 10 of the City Manager's employment agreement to delete the monthly reimbursement of \$300 for the use of his private vehicle for City business, and add the City's standard private vehicle mileage reimbursement policy language (IRS allowable rate) as provided in Attachment A, and
2. Approve the amendment of Section 10 of the agreement with the City Manager effective December 1, 2013

BACKGROUND AND DISCUSSION

With the recent acquisition of an administrative vehicle by the City, the City Manager, City Council Members and other employees have a vehicle to check-out and use for official City business. Therefore, the monthly reimbursement language in Section 10 of the agreement is no longer appropriate and should be deleted.

In its place, the standard mileage reimbursement policy at the IRS allowable rate is recommended. The use of a private vehicle for the conduct of City business would only occur when the City vehicle is unavailable.

ATTACHMENT "A"

December 3, 2013

Amend Section 10 to the employment agreement with Jim Stretch, City Manager, effective December 3, 2013 as follows:


SECTION 10. AUTOMOBILE

Employee's duties require that she/he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. ~~Employee shall use his own automobile for such purpose and Employer shall reimburse Employee the sum of Three Hundred Dollars (\$300.00) per month for all gas, maintenance, insurance, property damage, and comprehensive insurance on said automobile.~~ Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile, and for all liability, property damage, and comprehensive insurance on said automobile which shall be considered primary coverage in the event of a claim. Proof of said insurance in force must be provided to employer during the period of employment. Failure to maintain a valid driver's license shall be cause for termination.

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December 3, 2013

TO: Honorable Mayor and City Council
FROM:  Jim Stretch, City Manager
SUBJECT: Wildwood Ave Change Order for Construction Administration #2

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the transfer of \$4,150 from the Wildwood Avenue Streetscape Project Contingency Fund to the project account for Construction Administration; increasing it from \$55,000 to \$59,150, an increase of \$4,150.

BACKGROUND AND DISCUSSION

As the City Council will recall, the total funds available for the Wildwood Avenue Streetscape project was \$589,000 and the contract for the project was awarded to the lowest responsible bidder, Cal Electro, on July 23, 2013. The low bid came in higher than expected, causing the Council to take (3) actions:

- 1). Augmented the project budget by \$68,032 from the City's General fund (funding bid alternatives)
- 2). Reduced the project budget for Construction Administration from the requested amount of \$54,500 to \$40,000, and
- 3). Allocated only 5.8% to the construction contingency (\$30,000) instead of the 10% requested. It was discussed that all facets of the project would have to well very well in order to stay within the tight budget.

The project is now nearly complete, but taking longer than expected. Consequently, the \$15,000 amendment approved by the Council on October 1, 2013 for construction engineering has been spent, plus \$1,651.25. GHD is providing these services and estimates that their final billing may reach \$2,500 for work including filing the Final Notice for the project, final project accounting, processing the last contractor pay request and a final field visit to sign off on the final "punch list" with the contractor; all totaling up to \$4,150.

Construction Administration is very important to the project in that a Licensed Engineer is on site every day while the contractor is working. The Engineer is our representative to monitor the work and make sure that it is being done in accordance with the approved plans, specifications and budget as awarded. There is also the daily documentation of construction activities required

of Federal Aid Projects and labor compliance requirements. Without documentation, audit exceptions occur and expenditures are disallowed under the grant and shifted to the City.

The only alternatives available to the City are to augment the Construction Administration Budget or allocate the resources of a City staff person to complete the project, probably the Street Superintendent. We have done this recently to a degree.

The Wildwood Avenue Streetscape contractor is working on a punch list to complete the project, and as of this writing there have been no construction related change orders drawing down on the project contingency fund. Accordingly, it is recommended that the contingency fund be reduced from \$15,000 to \$10,850 to cover the total construction engineering for the project.



Federal Tax Identification Number 98-0425935

Remit EFT Payments To:

Account #: 220889651

ABA #: 022000020

Remit Checks To:

DEPT LA 23922

PASADENA, CA 91185-3922

**CITY OF RIO DELL
675 WILDWOOD AVENUE
RIO DELL, CA 95562**

POSTED

**Invoice # : 77303
Invoice Date : 10/31/2013
Project : 8410763
Client : 1061
Invoice Group: ****

Attention: STEPHANIE BEAUCHAINE

Billing Period through 10/27/2013

RIO DELL DOWNTOWN IMPROVEMENTS

CITY TRACKING NUMBER: 6500 14047 10290 159

Professional Services

Labor 14,048.75

Reimbursable Expenses

Unit Pricing 622.50
0.00

Amount Due This Invoice : \$14,671.25

pay \$13,020 this time.

Statement

Prior Invoices	\$41,980.20
This Invoice	\$14,671.25
Total Invoiced	\$56,651.45
Invoices Paid to Date	\$22,887.20
Unpaid Invoices Due	\$33,764.25

We have an approved budget of \$55,000, not \$56,651.45

Remainder \$1,651.25

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December 3, 2013

TO: Honorable Mayor and City Council
FROM: Jim Stretch, City Manager
SUBJECT: Payment #2 to SJL Construction for Davis Street and Wildwood Avenue
Safe Route to Schools Project (\$36,540.80)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve payment #2 in the amount of \$36,540.80 to SJL Construction for Davis & Wildwood safe Route to Schools Project

BACKGROUND AND DISCUSSION

On July 23, 2013 the City Council awarded a construction contract to SJL Construction in the amount of \$127,584 for the Wildwood Avenue and Davis Street Safe Route to Schools Project. Work began on August 7, 2013 and the first payment was approved by the Council on October, 15, 2013.

As of this writing the project is complete, except for the activation of the lighted cross walk by PG&E. There have been a number of issues with PGE that has caused the activation to be set back to December 3, 2013.

This is the second payment to the contractor who has basically completed 100% of the contract. There has been no change orders requested. With the application of the 5% retention, a payment in the amount of \$36,540.80 is in order.

The payment request has been reviewed and recommended by the City Engineer.



Memorandum

November 21, 2013

To: Jim Stretch, City Manager

Cc:

From: Merritt Perry, Construction Manager *MP*

Tel: 707-443-8326

Subject: Davis and Wildwood SR2S Project Pay Request No. 2

Job no.: 8410114

Construction of the Davis and Wildwood SR2S Project began August 7th and the project work was completed in October 31st. On Davis Street new; sidewalk, driveways, curb extensions, signs, curb ramps sidewalk, curb extension and pavement markings have been installed. The lighted Pedestrian Warning System on Wildwood Avenue has been installed, and is scheduled to receive electrical service from PG&E in the first week of December.

No change orders were issued for this project.

We have reviewed the attached Progress Payment Request No. 2 from SJL Construction, Inc. It is based on the bid schedule unit cost dollar figures in the Contractor's bid and the actual quantities of work completed consistent with the bid schedule. We recommend payment to SJL Construction for Pay Request No. 2 in the amount of \$36,540.80 at this time. Payment to the contractors is due within 30 days of the completed progress pay request. This amount takes into account 5% retention to be withheld until the project is complete. The current invoice was first accepted on November 7th.

Also attached is the notice of completion for City approval and signature. This notice is to be recorded when the project is complete and the contractor can be paid 35 days after it is recorded. Once signed, please submit an original notice to the county recorder's office and provide us with a conformed copy (bring second original with you). If you would like us to take this to the recorder's office for recording we would be happy to do so.

Please don't hesitate to contact me if you have any questions regarding the project progress or this pay request.

ATTACHMENTS:

City Engineers Calculation for Pay Request #2
SJL Construction Inc. Pay Request
Notice of Completion

City of Rio Dell
2013 Davis and Wildwood SR2S
Contractor: SJL Construction, Inc.
Preliminary Progress Pay Request #2

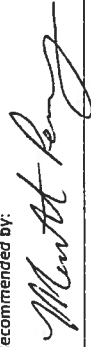
CONTRACT ITEMS

Item No.	Description	Contract Quantity	Unit	Unit Price	Contract Amount	Quantity Complete To Date	Amount Complete To Date	Amount Previously Certified for Payment	Amount Currently Due
1	Mobilization/Demobilization	1	LS	\$2,000.00	\$2,000.00	1.00	\$2,000.00	\$1,000.00	\$1,000.00
2	Stationary Mounted Construction Area Signs	8	EA	\$200	\$1,600.00	8.00	\$1,600.00	\$1,600.00	\$0.00
3	Temporary Traffic Control	1	LS	\$3,000.00	\$3,000.00	1.00	\$3,000.00	\$1,500.00	\$1,500.00
4	Construction Staking	1	LS	\$1,000	\$1,000.00	1.00	\$1,000.00	\$1,000.00	\$0.00
5	Contractors Material Testing & Quality Control	1	LS	\$3,500	\$3,500.00	1.00	\$3,500.00	\$3,500.00	\$0.00
6	Water Pollution Control	1	LS	\$800	\$800.00	1.00	\$800.00	\$800.00	\$0.00
7	Cleaning and Grubbing	1	LS	\$4,000	\$4,000.00	1.00	\$4,000.00	\$4,000.00	\$0.00
8	Demolition of Existing Facilities	1	LS	\$6,000	\$6,000.00	1.00	\$6,000.00	\$6,000.00	\$0.00
9	Remove Existing Pavement Striping & Markings	1	LS	\$1,200	\$1,200.00	1.00	\$1,200.00	\$900.00	\$300.00
10	Class II Aggregate Base	100	CY	\$53.50	\$5,350.00	100.00	\$5,350.00	\$5,350.00	\$0.00
11	Minor Concrete (Curb)	66	LF	\$35	\$2,310.00	66.00	\$2,310.00	\$2,310.00	\$0.00
12	Minor Concrete (Curb and Gutter)	175	LF	\$55	\$9,625.00	207.00	\$11,385.00	\$11,385.00	\$0.00
13	Minor Concrete (Driveway)	288	SF	\$12	\$3,456.00	330.00	\$3,960.00	\$3,960.00	\$0.00
14	Minor Concrete (Sidewalk)	934	SF	\$11	\$10,274.00	934.00	\$10,274.00	\$10,274.00	\$0.00
15	Minor Concrete (Curb Ramp)	110	SF	\$8	\$880.00	110.00	\$880.00	\$880.00	\$0.00
16	Delectable Warning Surface (Truncated Domes)	89	SF	\$25	\$2,225.00	80.00	\$2,000.00	\$2,000.00	\$0.00
17	Thermoplastic Pavement Markings	366	SF	\$4	\$1,464.00	366.00	\$1,464.00	\$0.00	\$1,464.00
18	Roadside Sign(s), 1-Post	3	EA	\$600	\$1,800.00	3.00	\$1,800.00	\$600.00	\$1,200.00
19	Reset Roadside Sign(s), 1 Post	2	EA	\$300	\$600.00	3.00	\$900.00	\$900.00	\$0.00
20	Pedestrian Warning Systems	1	LS	\$66,000	\$66,000.00	1.00	\$66,000.00	\$33,000.00	\$33,000.00
21	Adjust Existing Water Meter to Finish Grade	1	EA	\$500	\$500.00	3.00	\$1,500.00	\$1,500.00	\$0.00
CONTRACT TOTALS					\$127,584.00	-----	\$130,923.00	\$92,459.00	\$38,464.00

EXTRA WORK

Item No.	Description	Contract Quantity	Unit	Unit Price	Contract Amount	Quantity Complete To Date	Amount Complete To Date	Amount Previously Certified for Payment	Amount Currently Due
N/A	N/A	1	LS	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
EXTRA WORK SUBTOTAL					\$0.00	-----	\$0.00	\$0.00	\$0.00
CONTRACT AND EXTRA WORK TOTAL					\$127,584.00	-----	\$130,923.00	\$92,459.00	\$38,464.00
Total Earned To Date \$130,923.00 Total Retention To Date (5%) \$6,546.15 Previous Payments \$92,459.00 AMOUNT DUE \$36,540.80									

Recommended by:



Merritt Perry, Construction Manager

11/19/2013
Date



SJL Construction, Inc.
P.O. Box 716
Ferndale, CA 95536
PH: (707)-682-6150 Fax: (707)682-6167
www.sjlconstruction.net

Invoice

Date	Invoice #
11/7/2013	1810

Bill To:


City of Rio Dell
Jim Stretch, City Manager
675 Wildwood Avenue
Rio Dell, CA 95562

			Contract No.	Terms	
Project Name			Davis & Wildwood SR2S	SR2SL-5396(00...	Due on receipt
Date	Description	Qty.	Rate	Unit	Amount
11/07/13	Contract Billing--Request for Final Payment Davis & Wildwood Safe Route to School--SR2S--5396(008)				
	Item #1--Mobilization/Demobilization--Contract amount \$2000.00	0.5	2,000.00	LS	1,000.00
	Item #3--Temporary Traffic Control--Contract amount \$3,000.00	0.5	3,000.00	LS	1,500.00
	Item #9--Remove Existing Pavement Striping & Markings--Contract amount \$1,200.00	0.25	1,200.00	LS	300.00
	Item #17--Thermoplastic Pavement Markings	366	4.00	SF	1,464.00
	Item #18--Roadside Signs	2	600.00	EA	1,200.00
	Item #20--Pedestrian Warning System--Contract amount \$66,000.00	0.5	66,000.00	LS	33,000.00
	Final Invoice Total: \$38,464.00				
Thank You, We Appreciate Your Business! Please Remit to: PO Box 716 Ferndale, CA 95536			Total		\$38,464.00

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December 3, 2013

TO: Honorable Mayor and City Council
FROM:  Jim Stretch, City Manager
SUBJECT: Proposition 84 Storm Water Grant Application

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and file this report

BACKGROUND AND DISCUSSION

For several months City staff and the City Engineer, GHD, have been working on a grant application to the State Water Quality Control Board for Proposition 84 grant funds to address flooding and drainage issues in the area of Northwestern Avenue. The City Council authorized funds to prepare the application, which was filed at the deadline on October 17, 2013.

Generally, the application identifies the flooding and drainage issues caused by stormwater and sediment from the hills to the north of the Eel River Industrial Park. The sediment fills the drainage ditches and culverts annually, causing stormwater to flood the industrial and residential parcels. The storm water then sheets across property known by the EPA to be contaminated by the historic mill site, entering culverts that cross under US Highway 101 and leading to the Eel River.

The application proposes to restore 1,650' of stream channel running south along the bottom of the hills, excavating a channel around existing buildings; installation of a new culvert under Northwestern Avenue and the railroad right-of-way and channeling a new entry point for stormwater into the Eel River upstream of the north bound lane US101 Bridge.

The proposed budget for the project is \$1,300,029 and includes a 10% match from the City of \$130,003.

It is recommended that the Council receive and file this report.

Welcome Jim Stretch of City of Rio Dell. If not your Account, please log out.

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Submission Confirmation

Thank you for submitting an application for the RFP: **Proposition 84 Storm Water Grant Program (SWGP) - Round 2 Implementation**

PLEASE PRINT A COPY OF THIS CONFIRMATION PAGE FOR YOUR RECORDS. Please note that your proposal identification number (PIN) for this application is: **26053**.

Please provide this PIN in the subject line on any correspondence or emails regarding your application.

If you have any questions, please contact Division of Financial Assistance staff at faast_admin@waterboards.ca.gov or 1-866-434-1083 M-F 8:00 am - 5:00 pm. Thank you.

[Back to Main Menu](#)

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[Main Menu](#) > Application/Survey Preview

Application/Survey Preview

This is a preview of your application/survey. Please review and confirm the information is accurate before submitting the application/survey. FAAST will perform a check to verify whether required fields are completed and/or required attachments are uploaded.

Once you have verified the information, please read the certification statement and enter your initials to submit the application/survey to the State Water Board.

Note: To print the application, please use the "FILE -> PRINT" menu option on the browser.

PIN 26053 - North Rio Dell Stormwater Improvement Project - IN PROGRESS

Application/Survey Preview

RFP/Survey Title: Proposition 84 Storm Water Grant Program (SWGP) - Round 2 Implementation

Submitting Organization: City of Rio Dell

Submitting Organization:

Division:

Project Title:

North Rio Dell Stormwater Improvement Project

Project Description: The Project is a stream restoration and water quality improvement project. The purpose of the Project is to implement Low Impact Development practices to restore an existing unnamed stream to as close as possible to pre-development conditions. The Project provides riparian habitat along a restored creek channel, reduces sediment and nutrient loading to the Eel River through reduction of peak flows, and increases shade resulting in decreased temperature water discharged to the Lower Eel River.

APPLICANT DETAILS

Applicant Organization: City of Rio Dell

Applicant Organization:

Division:

Applicant Address:

675 Wildwood Ave , Rio Dell , CA - 95562

PROJECT LOCATION

Latitude : 40.514908

Longitude: -124.126539

Watershed: Eel River

County: Humboldt

Responsible Regional Water Board: 1 North Coast Regional Water Board

PROJECT BUDGET

Funds Requested(\$): 1,170,026.00

Local Cost Match(\$): 130,003.00

Total Budget(\$): 1,300,029.00

Funding Program

Applied

Proposition 84 Storm Water Grant Program (SWGP) - Round 2		Amount Recommended by State Water Board	
Implementation	Yes	\$0.00	

Project Management Role	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	Jim	Stretch	707-764-3532	707-764-5480	cm@riodelcity.com
Project Manager: Day to day contact	Jim	Stretch	707-764-3532	707-764-5480	cm@riodelcity.com

Applicant Information

Name: City of Rio Dell
Division:
Address: 675 Wildwood Ave Rio Dell, CA , 95562
Federal 941603860 **DUNS Number:**
Tax ID: 626731866

Person Submitting Information

Submitter Jim Stretch
Name:
Submitter 707-764-3532
Phone:
Submitter
Fax:
Submitter cm@riodelcity.com
Email:

Legislative Information

Senate District 02
Assembly District 02
US Congressional District 02

Primary**Additional District(s)****Contacts**

Name	Phone	Email
City of Rio Dell	Jim Stretch	707-764-3532
		cm@riodelcity.com

Cooperating Entities

Role	Name	Phone	Email
GHD Inc.	City Engineer	Merritt Perry	707-443-8326
			merritt.perry@ghd.com

Pre Submission Attachment Title

Phase	Submission Period	Date & Time
Attachment 1	PHASE1 PRE SUBMISSION	10/17/2013 1:08:41 PM
Attachment 2	PHASE1 PRE SUBMISSION	10/17/2013 1:09:38 PM
Attachment 3	PHASE1 PRE SUBMISSION	10/17/2013 1:09:13 PM

[Download all Pre Submission Attachments](#)


Questionnaire - Phase1

Background Information

- 1 Select the applicant's organization type from the drop-down menu. In order to be considered eligible, the applicant must meet the definition of local public agency and be a city, county, city and county, or district. A joint powers authority comprised entirely of local public agencies is an eligible applicant.

Answer: I City

- 2 Select whether the applicant is a DAC, whether the project directly benefits a DAC, or Not Applicable.

Answer: I DAC

- 3 Is the applicant an Urban Water Supplier (i.e., a supplier, either publicly or privately owned, that provides water for municipal purposes either directly or indirectly to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually)? Is the project a water management project, as defined in Appendix D? If yes, has the applicant prepared, adopted, and submitted to DWR an urban water management plan and has the applicant submitted documentation to DWR requesting compliance verification with Assembly Bill (AB) 1420 (Statutes 2007, Chapter 628)?

Answer: The City of Rio Dell is not an Urban Water Supplier. The City provides less than 3,000 acre-feet of water to less than 3,000 connections.

- 4 Has the applicant or any cooperating entities entered into a contract or grant agreement: (1) that was terminated; (2) in which funds were withheld by the State Water Board; (3) in which the grantee was notified of a Breach of Agreement; or (4) that has been the subject of an audit in which there were findings regarding management of the project or funds by the applicant or cooperating entity? If so, explain the actions taken to address the problems.

Answer: No.

- 5 Is the applicant or was the applicant a party to a current or pending legal challenge to any State Water Board or Regional Water Board regulation or order, which either requires performance of the project, or though not required, whose terms or conditions would be satisfied in whole or in part by performance of the project? If so, explain (include the name and case number in your explanation).

Answer: No.

Concept Proposal Questions

WORKPLAN

- 6 Prepare a concept-level workplan (Attachment 1, 2 pages maximum) that describes the project and how it meets the eligible project types outlined in Part E - Eligible Project Types of the SWGP Guidelines. The concept-level workplan must address: a) Goals and Objectives: how the proposed project meets the goals, objectives, and requirements of a municipal stormwater permit; b) Project Components: the BMPs, their locations and anticipated capture or treatment volumes c) Work Tasks: a brief summary of the tasks required to implement the project; d) Sustainability: how the project supports sustained, long-term water quality improvement, anticipated project outcomes; e) Deliverables: the anticipated deliverables associated with the completion of the tasks listed; f) Regional and Project Maps: a discussion on the project location including the current site conditions, land use, and maps depicting the project location and stormwater capture area (note: maps do not count against the two-page concept workplan maximum length); g) Impaired Waters: a description of the impaired waters, their beneficial uses, and the water quality problems that interfere with the beneficial uses of those waters; and h) Project Timing and Phasing: a discussion of whether this is a phased project or part of a larger project effort.

Answer: I

Identify the water quality problems the project is proposing to address. What are possible or known sources of stormwater contamination applicable to this project? What is the approximate quantity and origin of the stormwater flow to be treated or captured?

Answer: Because the Lower Eel River TMDL is focused on sediment and temperature, the Project will focus on reducing the sediment loading and temperature of stormwater being discharged from the site by providing a Low Impact Development (LID) practice to restore an existing unnamed stream to as close as possible to pre-development conditions. The Lower Eel River Total Maximum Daily Loads (TMDLs) for sediment and temperature have been established, under Section 303(d) of the Clean Water Act. In 1992, EPA added the Lower Eel River to California's 303(d) impaired waters list due to elevated sedimentation/ siltation and temperature, as part of listing the entire Eel River basin. The Regional Board has continued to identify the Lower Eel River as impaired in subsequent listing cycles, the latest in 2010. The quantity of stormwater produced from the watershed that would need to be rerouted through the proposed stream restoration area is approximately 71 cubic feet per second (cfs) for the 25-year/24-hour storm event. In addition, the Lower Eel River is listed on the 303(d) List for nutrient impairment and future development of a nutrient TMDL. This project will also reduce nutrient loadings to the Lower Eel River contributing to attainment of water quality goals.

8 What is the technical basis for the selected approach? Have the proposed LID BMPs been proven to be effective at addressing the problem discussed in Question 7? How does the project help solve the identified water quality problems identified in Question 7?

Answer: By providing a Low Impact Development (LID) practice to restore an existing unnamed stream to as close as possible to pre-development conditions, riparian habitat is created, which limits sediment loading and increases shade resulting in decreased water temperatures discharging to the Lower Eel River. The proposed Project will provide immediate relief and benefit to the restoration of the adopted Regional Water Quality Control Board Basin Plan (Basin Plan) objectives and beneficial uses for the listed impairments of the Low Eel River. The natural stream restoration design uses bioengineering methods such as re-sloping of vertical banks, planting of native vegetation and trees, and installation of instream structures such as rock vanes and rootwads. These techniques help bring the existing stream back to its original pre-development condition.

9 Describe any studies or data collection efforts that have been done to support the implementation of LID projects to address the known water quality issue . Additional information may be submitted as part of Attachment 4.

Answer: LID practices such as stream restoration can be used as a mechanism for pollutant removal, which is performed through physical and biological treatment processes occurring in the plant and soil complex. These processes include filtration, decomposition, ion exchange, adsorption and volatilization (Dept. of Env. Resources, 1993). Pollutant loadings are concentrated in the "first flush" of runoff from impervious surfaces and contain grease and oil, nutrients (nitrogen and phosphorous), sediments and heavy metals. Pollutant loadings and water quality impacts from development have been well documented in numerous studies. This technical approach has been successful in other California cities and is noted as a BMP for TMDL compliance.

BUDGET

10 Provide a summary budget table (Attachment 2) that describes the budget for the completion of all known work tasks. Include a written narrative (one page maximum) that describes each line item task in the summary budget to explain how the cost estimates were determined. Describe the status and source of all other funding that will be used to complete the project. Describe the anticipated sources and amount of proposed funding match for the project. Discuss whether the applicant will be requesting a match reduction as part of the Full Proposal application. If a request for a match reduction is expected, provide the amount of match reduction and the basis for the request (Eligibility Requirements; Part E).

Answer: I Submitted

SCHEDULE

- 11 Provide a schedule table (Attachment 3) that documents the steps needed to accomplish the goals and deliverables described in the concept workplan, and include a narrative description (one page maximum) describing the pacing and scheduling of the project. The schedule should include: a) The start and end dates of the overall project; b) Estimated completion dates for major milestones associated with the project (for example, planning, construction commencement and completion dates, etc.); c) Current status of environmental documentation and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance, and estimated status of the proposed start date of the project; d) The project design and bid solicitation process, acquisition of rights-of-way, and identification and acquisition of all necessary permits; e) Implementation of any environmental mitigation or enhancement efforts; and f) Project administration, including preparation of invoicing, reporting, and deliverables

Answer: I Submitted

MONITORING, ASSESSMENT, AND PERFORMANCE MEASURES

- 12 How will you measure or evaluate the effectiveness of your project, and whether the project is meeting the proposed goals and targets? Can the benefits of the proposed project be measured in terms of specific numeric targets (for example, acre-feet per year), or will the benefits be measured relative to existing conditions (for example, a percentage reduction in sediment load)? Can the effectiveness of the project be monitored within the lifetime of the grant?

Answer: The Project will involve one post-construction monitoring event conducted by the City to confirm the water quality improvements. The reduction in the volume of sediment deposition downstream of the site will be the most direct benefit from restoring the stream to a pre-development condition and the easiest to quantify. In addition re-directed flows that do not cross the industrial site or reach the agricultural fields will be another measure of project effectiveness. The following assessment methods will be used to track improvement trends for pollutant concentrations and load reduction over existing documented baseline water quality: 1) Pre- Project Wet Weather flow and water quality sampling at the existing discharge locations 2) Wet weather flow and water quality sampling of the stream post-project.

MULTIPLE BENEFITS

- 13 Does the project provide any of the following multiple benefits: address an existing TMDL, is part of an urban greening or smart growth plan, reduce carbon dioxide emissions or address climate change, reduce transportation impacts, capture stormwater for reuse or augmentation of local water supplies, reduce runoff, reduce flood risks, reduce sanitary sewer overflows, restore or enhance stream habitat? If so please identify and describe the benefit and impacted water body.

Answer: The North Rio Dell Stormwater Improvement Project addresses the existing TMDL for Sediment and Temperature in the Lower Eel River by reducing sediment loads and improving creek shading which reduces water temperatures. As the project site is next to an industrial site, it will also provide urban greening benefits incorporating more of the natural environment into the site. The project also includes restoration of a historic creek channel and habitat enhancements along the channel.

- 14 Is the project consistent with or included in any applicable Integrated Regional Water Management (IRWM) Plan? If yes, identify the Plan and describe how the project is consistent with, or included in the Plan.

Answer: I Yes

Answer:

The proposed project is consistent with the North Coast Integrated Regional Water Management Plan (NCIRWMP), and is included in the Plan. The project specifically addresses the plan's objective to support implementation of statewide initiatives through the project's implementation of measures to support the TMDL on the Lower Eel River. The project also meets the objective to address environmental justice by providing environmental benefits to a disadvantaged community.

DISCLAIMER

- 15 **The Project Director has read and understands the General Terms and Conditions of the Grant Agreement. If the Project Director does not agree with the terms and conditions, a grant award may be denied. (All applicants are required to check the box next to the statement.)**

Answer: ☒ Yes

Certification And Submission Statement

The proposal appears complete. Please enter initials to certify accuracy of the application/survey and then click on the 'Submit Application/Survey' button to submit the application/survey. Please read the following certification and submission statement before submitting the application/survey.

I, certify under penalty of perjury the following:

- The information entered on behalf of the Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization and I am authorized to submit the application/survey on behalf of the Applicant Organization; and
- I understand that any false, incomplete, or incorrect statements made may result in the disqualification of this application/survey.

By signing this application/survey, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the Applicant to the extent provided by law.

To submit this application/survey, please enter your initials certifying the accuracy of the application/survey and click the "Submit Application/Survey" button. If you are not ready to submit your application/survey, please click on the "Back to Application/Survey" button.

[Back to Application/Survey](#)

Submission Date: 10/17/2013 1:45:17 PM

Enter Your Initials: js

[Submit Application/Survey](#)

North Rio Dell Stormwater Improvement Project Work Plan (FAAST PIN: 26053)

Project Description: The North Rio Dell Stormwater Improvement Project is a stream restoration and water quality improvement project. The purpose of the Project is to implement Low Impact Development (LID) practices to restore an existing unnamed stream to as close as possible to pre-development conditions. The Project provides riparian habitat, reduces sediment and nutrient loading to the Eel River, and increases shade resulting in decreased temperature water discharged to the Lower Eel River.

Currently, the unnamed creek drains onto the former location of the Eel River Sawmill (ERSM), which is a sixty-acre site located on the north side of U.S. Highway 101, north of Rio Dell and south of Fortuna, California (Figure 1). The unnamed creek has a drainage area of approximately 235 acres, which includes the former saw mill, and drains predominately south through a heavily wooded watershed and then drains onto the former saw mill site where a berm controls conveyance in a easterly direction. The drainage is then conveyed under US Highway 101 to a drainage ditch that discharges to the Eel River. The stormwater from the unnamed creek picks up potential contaminants as it traverses the ERSW site. Once across the highway it picks up high nutrient loads as it crosses agricultural fields. This project will reduce flows and loading leaving the agricultural fields discharging to the Eel River, but diverting flows back to the pre-development channel.

Goals and Objectives: The goals of the project are to improve water quality in the Eel River and enhance riparian habitat. The objectives of this project are to reduce nutrient and sediment loading to the Eel River, decrease potentially contaminated runoff from the ERSW, reduce the temperature of inputs to the Eel River, and increase riparian habitat near the ERSW. The project meets the goals, objectives, and requirements of a municipal stormwater permit by reducing the discharge of pollutants through the implementation of best management practices which will result in control of 303(d) listed pollutant entering the Lower Eel River.

Project Components

The project includes restoration of 1,650 feet of channel and re-alignment back to its pre-development location while mimicking the original natural hydrology to the greatest extent possible for a 235 acre watershed. The quantity of stormwater produced from the watershed and would need to be rerouted through the proposed stream restoration area is approximate 71 cubic feet per second (cfs) for the 25-year/24-hour storm event. Attached Figure 3 shows the location of the project components. Figure 4 shows the location of the original creek in 1942 prior to development of the Saw Mill. The proposed project design uses bioengineering methods such as re-sloping of vertical banks, planting of native vegetation and trees, and installation of instream structures such as rock vanes and rootwads. These techniques help bring the existing stream back to its original pre-development condition.

Work Tasks & Deliverables: This section presents a description of the tasks necessary to complete the proposed stormwater improvement project.

Task 1- Project Administration and Reporting: This task includes monitoring the project budgets and schedule, conducting project team meetings, implementing the quality assurance/quality control programs (QA-QC), communicating with the project funders, regulatory agencies, landowners, and other stakeholders, and preparation of reimbursement requests, regular grant reporting, and preparation of a final report. Lastly, this task includes development of the Project Assessment & Evaluation Work Plan (PAEP) and Monitoring Plan (MP) and tracking of the project progress for measurable performance measures, reported in the final report.

DELIVERABLES: Final PAEP & MP, Monthly Grant Reports and Reimbursement Requests, and Final Report.

Task 2 -Preliminary Design and Special Studies: This task includes surveying, Special Studies (geotechnical report, hydrologic/hydraulic evaluation, geomorphic analysis, biological survey, cultural resources survey, and wetland delineation), and basis of design report. A survey and right of way analysis of the existing drainage area will be conducted to update topographic data necessary for design. A hydrologic evaluation will be completed to finalize creek flows, and develop improvement design criteria. A basis of design report will be completed to finalize the overall project concept that will be the basis for the final design, plans, and specifications. The preparation of this report will include coordination with the City Public Works Staff and state and federal regulators to assure the project design concept conforms to regulator needs. The basis of design report will also be supported by special studies including geotechnical studies, biological surveys and a wetland delineation to

identify potential environmental impacts that may need to be mitigated. **DELIVERABLES:** Site Survey, ROW Analysis, Special Studies, and the Basis of Design Report.

Task 3 - CEQA/ Environmental Permitting: Under this task, the appropriate CEQA document will be prepared and the appropriate permitting agencies will be contacted to determine the permit requirements for the stormwater improvement measures. The City of Rio Dell will be the lead agency for the preparation of the CEQA document. It is anticipated that a Mitigated Negative Declaration will be the appropriate document. The appropriate permitting agencies will be contacted to determine the permit requirements for the stormwater improvement measures. Possible permitting requirements from the following are assumed: Department of Fish and Game (section 1600 permits), the North Coast Regional Water Quality Control Board (401 Water Quality Certification and a Stormwater Pollution Prevention Plan), the U.S. Army Corps of Engineers (Section 404 Permit), and State Lands Commission. In addition, encroachment permits from the County of Humboldt and the North Coast Railroad authority will be needed. The City will obtain a grading permit in accordance with the City Building Department regulations and a SWPPP will be developed. Application packages agency will be developed and submitted plus follow up phone calls and field evaluations with agency representatives will be conducted

Task 4 - Design: Plans and specifications will be developed for the 50% design submittal, 90% design submittal, and final plans and specifications. Based on the data collected in the above tasks, a predesign concept at the 30 percent level of completion will be developed. This submittal will include preliminary earthwork calculations and preliminary design details for stream restoration. The 90 percent submittal is nearly a complete bid package and opinion of costs, and generally only lacks finalization of some of the design details and finalizing the specifications. The City as well as the designer's in-house quality control will review the 90 percent plans and specifications. Taking input from the project reviews and quality control review, the 100% plans and specifications and contract documents will be finalized for bidding. **DELIVERABLES:** Final permits, Adopted CEQA Document, Easements.

Task 5 - Bid Period Services: This task includes advertising the project, a pre-bid walk through, response to contractor questions, and bid opening. Documentation of the low bidder will be reviewed prior award and issuance of the notice to proceed (NTP) for the project. **DELIVERABLES:** Signed Construction Contract and NTP.

Task 6 - Construction: This task encompasses the actual construction of the project including stream realignment, riparian planting, and site stabilization. The contractor will be responsible for ordering all equipment per the project specifications. Construction materials and methods will be included in the final plans and specifications. This task also includes coordination of a Labor compliance program to be in place when the construction contract is awarded, environmental monitoring and SWPPP implementation. **DELIVERABLE:** Labor Compliance Plan, Stamped Notice of Completion.

Task 7 - Construction Observation: Construction observation includes construction engineering, observation, and management consisting of documenting of construction activities, addressing contractor questions raised during construction, conducting periodic site inspections, maintaining a construction diary, reviewing progress pay requests, preparing change orders, and other services as needed during construction. **DELIVERABLE:** Daily Logs.

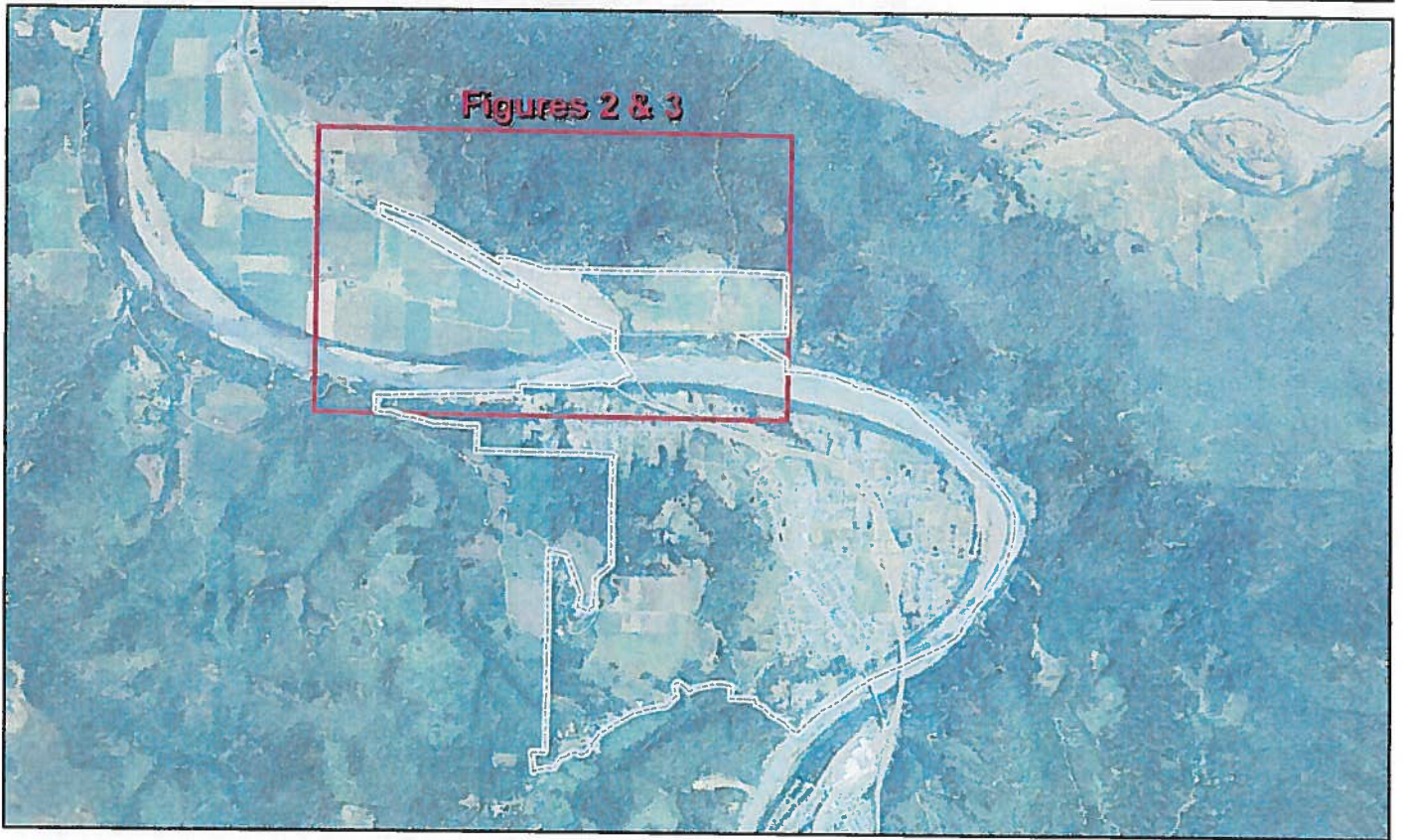
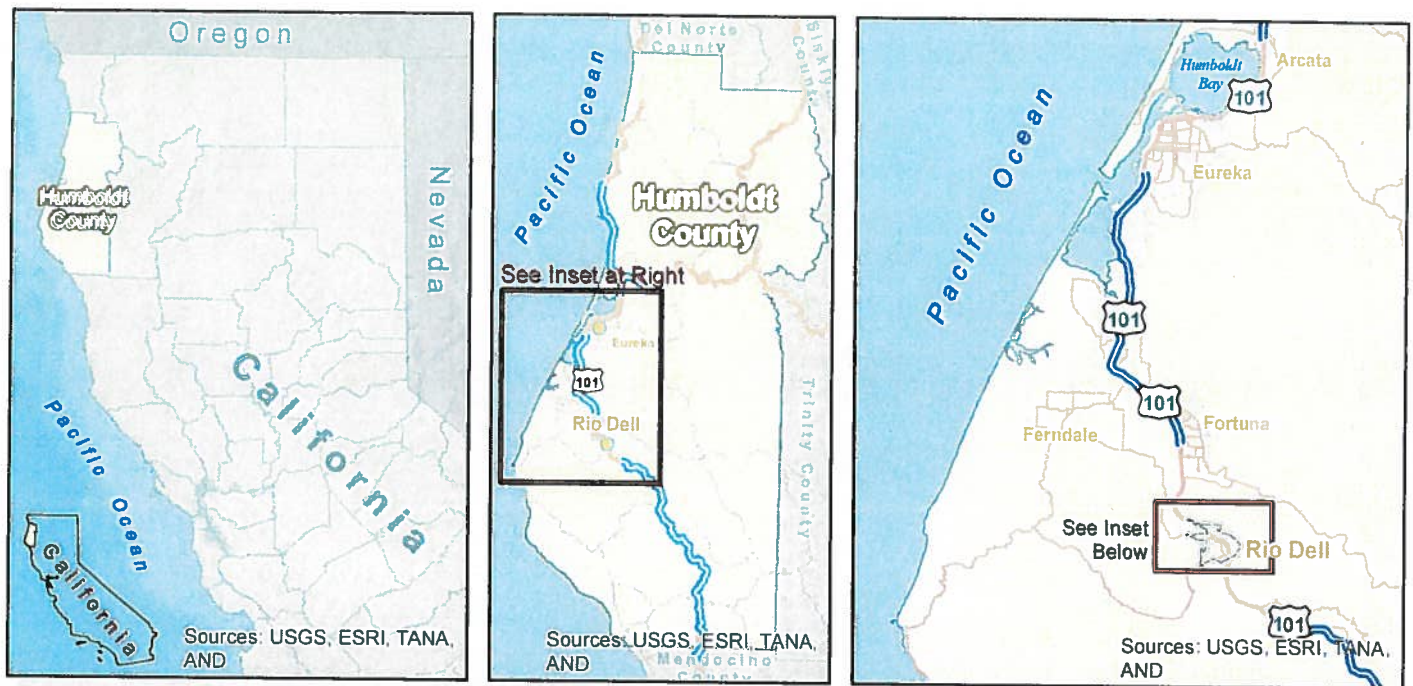
Task 8 - Public Outreach: This task includes outreach to land owners near the project site to help them understand the connection between the site and the Eel River. This task also include two public meetings to present the opportunities residents in Rio Dell have to address stormwater runoff near their homes and to better understand the project improvement project the City is implementing.

Sustainability: This project will support sustained long-term water quality improvements through restoration of the area's pre-development hydrology. Use of natural features to retain sediment, provide stream shading and increase riparian habitat will reduce long-term O&M at the site.

Regional and Project Maps: See Attached Figures 1, 2, 3, and 4.

Impaired Waters: The Lower Eel River in the vicinity of the Project site is part of the Ferndale Hydrologic Unit. By reducing sediment, nutrients, and higher temperature water inputs, the project will support the beneficial uses of the stream including commercial and sport fishing, cold water habitat, wildlife habitat, and migration and spawning.

Project Timing and Phasing: This project is not part of a phase project or part of a larger project.



- City of Rio Dell
- Freeway
- Project Vicinity
- Highway
- Counties
- Major Road
- Humboldt County

Paper Size ANSI A
 0 500 1,000 2,000 3,000 4,000 5,000
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 Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Gnd: NAD 1983 StatePlane California 1 FIPS 0401 Feet



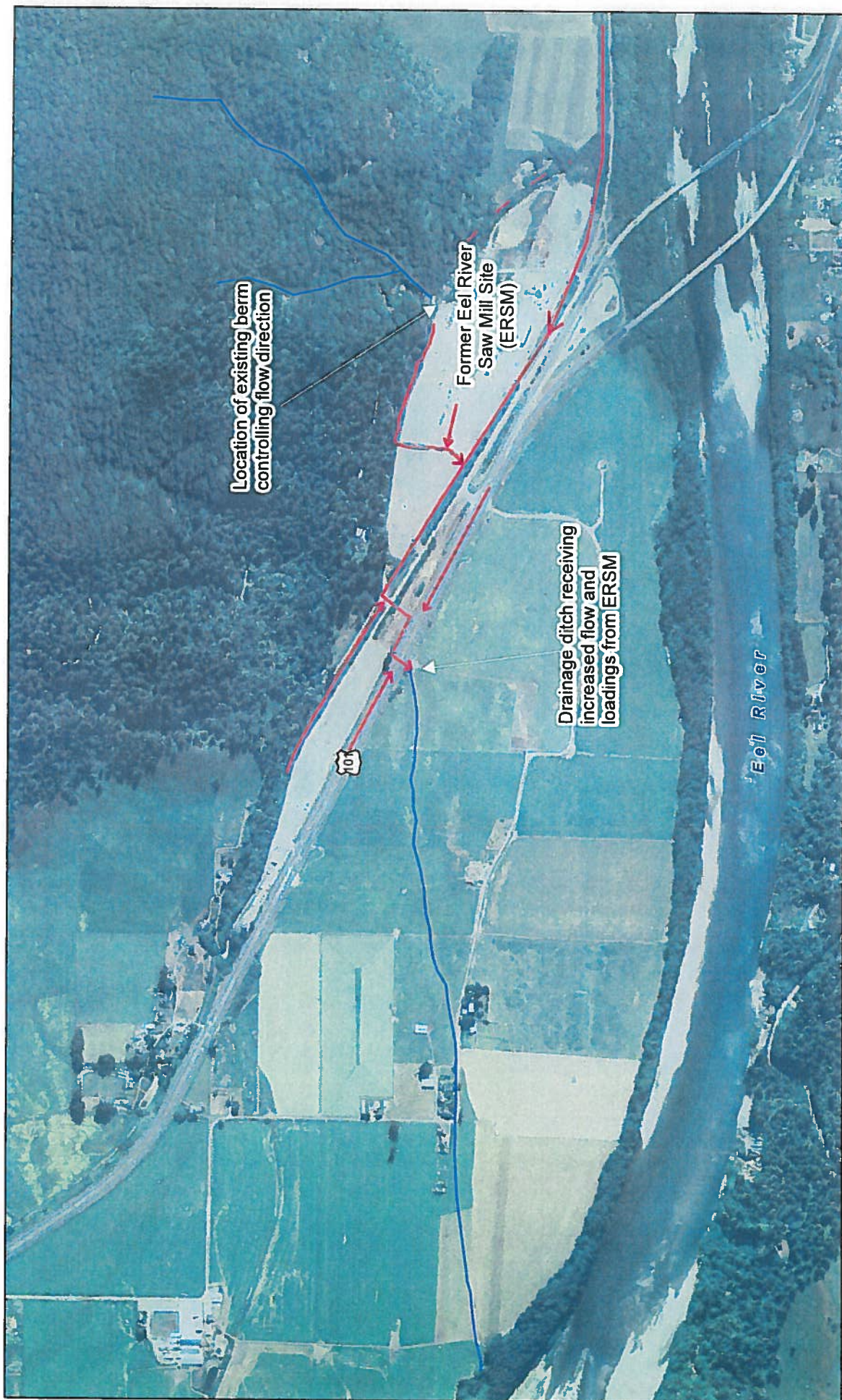
City of Rio Dell
 North Rio Dell Stormwater Improvement Project

Job Number 8410747 55
 Revision 1
 Date 17 Oct 2013

Vicinity and
 City Overview

Figure 1

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 © 2012 While every care has been taken to prepare this map, GHD (and DATA CUSTODIAN) make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and cannot accept liability and responsibility of any kind (whether in contract, tort or otherwise) for any expenses, losses, damages and/or costs (including indirect or consequential damage) which are or may be incurred by any party as a result of the map being inaccurate, incomplete or unsuitable in any way and for any reason.
 Data source: Bing Maps, Aerial Image, 2012. County of Humboldt, Rio Dell City Limits, 2011. Street Map USA, Highways, 2010. GHD, concept designs, 2012. Created by amshows



Paper Size 8.5" x 11" (ANSI A)



Map Projection: Transverse Mercator;
Horizontal datum: North American 1983
GCS: NAD 1983 UTM Zone 10N



— Ephemeral Waterway
— Site Drainage



City of Rio Dell
North Rio Dell Stormwater Improvement Project

Job Number 8410747 55
Revision A
Date 16 Oct 2013

Existing Conditions

Figure 2

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© 2012. While every care has been taken to prepare this map, GHD (and DATA CUSTODIAN) make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and cannot accept liability and responsibility of any kind (whether in contract, tort or otherwise) for any expenses, losses, damages and/or costs (including indirect or consequential damage) which are or may be incurred by any party as a result of the map being inaccurate, incomplete or unsuitable in any way and for any reason.
Data source: USDA NAIP Imagery, 2012; Watershed Boundary, Site Drainage, GHD, 2013. Created by progers

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Job Number 8410747 55
Revision A
Date 16 Oct 2013

City of Rio Dell
North Rio Dell Stormwater Improvement Project



— Ephemeral Waterway
== Proposed Drainage

Paper Size 8.5" x 11" (ANSI A)
0 200 400 600 800 1000 Feet
Map Projection: Transverse Mercator
Horizontal Datum: North American 1983
Grid NAD 1983 UTM Zone 10N

Figure 3

Project Concept Map

718 Third Street Eureka CA 95501 USA T 707 443 8326 F 707 444 8330 E eureka@ghd.com W www.ghd.com
G:\01081 City of Rio Dell\8410747 Rio Dell City Engineer Services\08 GIS\Map\09\Figure3 ProjectConcept.mxd
© 2012 While every care has been taken to prepare this map, GHD (and DATA CUSTODIAN) make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and cannot accept liability and responsibility of any kind (whether in contract, tort or otherwise) for any expenses, losses, damages or other costs (including indirect or consequential damage) which are or may be incurred by any party as a result of the map being inaccurate, incomplete or unsuitable in any way and for any reason.
Data source: USDA NAIP Imagery, 2012; Watershed Boundary, Site Drainage, GHD, 2013. Created by progers

Prop 84 STORMWATER GRANT PROGRAM - BUDGET SUMMARY

Applicant: City of Rio Dell

FAAST PIN: 26053

Project: North Rio Dell Stormwater Improvement Project

	Requested Grant	Local Match	Other Funding	Total	% Local Match
1. Direct Project Administration Costs	\$26,037.00	\$2,893.00	\$0	\$28,930	10%
Task 1- Project Admin. & Reporting	\$6,894.00	\$766.00		\$7,660	
General Project Administration	\$8,550.00	\$950.00		\$9,500	
Monthly Reporting	\$5,724.00	\$636.00		\$6,360	
Final Report	\$4,869.00	\$541.00		\$5,410	
PAEP/ MP	\$0.00	\$0.00		\$0	
2. Planning/Design/Engineering/ Environmental	\$225,972.00	\$25,108.00	\$0	\$251,080	10%
Task 2 -Preliminary Design & Studies	\$25,920.00	\$2,880.00		\$28,800	
Survey	\$63,000.00	\$7,000.00		\$70,000	
Special Studies	\$18,468.00	\$2,052.00		\$20,520	
Basis of Design Memorandum	\$0.00	\$0.00		\$0	
Task 3 - CEQA/ Env. Permitting	\$34,074.00	\$3,786.00		\$37,860	
CEQA	\$18,036.00	\$2,004.00		\$20,040	
Environmental Permits	\$10,674.00	\$1,186.00		\$11,860	
Encroachment Permits	\$0.00	\$0.00		\$0	
Task 4 - Design	\$17,100.00	\$1,900.00		\$19,000	
50% Design Plans, Specs, & Cost	\$24,300.00	\$2,700.00		\$27,000	
90% Design Plans, Specs, & Cost	\$14,400.00	\$1,600.00		\$16,000	
Final Design Plans, Specs, & Cost	\$0.00	\$0.00		\$0	
3. Construction/Implementation	\$911,123.10	\$101,235.90	\$0	\$1,012,359	10%
Task 5 - Bid Period Services	\$14,994.00	\$1,666.00		\$16,660	
Bid Period	\$1,687.50	\$187.50		\$1,875	
Notice to Proceed	\$0.00	\$0.00		\$0	
Task 6 - Construction	\$801,129.60	\$89,014.40		\$890,144	
Construction	\$7,200.00	\$800.00		\$8,000	
Environmental Monitoring	\$7,200.00	\$800.00		\$8,000	
Labor Compliance Plan	\$78,912.00	\$8,768.00		\$87,680	
Task 7 - Construction Observation	\$0.00	\$0.00		\$0	
	\$0.00	\$0.00		\$0	
4. Monitoring/Performance	\$0.00	\$0.00	\$0	\$0	0%
	\$0.00	\$0.00		\$0	
	\$0.00	\$0.00		\$0	
	\$0.00	\$0.00		\$0	
5. Education/Outreach	\$6,894.00	\$766.00	\$0	\$7,660	10%
Task 8 - Public Outreach	\$6,894.00	\$766.00		\$7,660	
				\$0	
				\$0	
Grand Total:	\$1,170,026.10	\$130,002.90	\$0	\$1,300,029	10%

Other Funding Sources:

Note: CHECK YOUR NUMBERS! Do NOT assume this Excel spreadsheet is correct. Please refer to the READ ME tab.

Does the Budget Summary Total match the Budget Details Total?

YES

Prop 84 STORMWATER GRANT PROGRAM - BUDGET DETAIL

Applicant: City of Rio Dell

Project: North Rio Dell Stormwater Improvement Project

FAAST PIN: 26053

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
1. Direct Project Administration Costs	2.2%									\$28,930
Task 1- Project Admin. & Reporting					\$0				\$0	\$0
General Project Administration		City Manager	\$75.00	40	\$3,000				\$0	\$3,000
		City Public Works Staff	\$40.00	24	\$960				\$0	\$960
		Public Works Admin	\$30.00	40	\$1,200				\$0	\$1,200
		GHD Inc.			\$0	\$2,500.00	lump sum	1	\$2,500	\$2,500
					\$0				\$0	\$0
Monthly Reporting		City Manager	\$75.00	40	\$3,000				\$0	\$3,000
		City Public Works Staff	\$40.00	40	\$1,600				\$0	\$1,600
		Public Works Admin	\$30.00	80	\$2,400				\$0	\$2,400
		GHD Inc.			\$0	\$2,500.00	lump sum	1	\$2,500	\$2,500
					\$0				\$0	\$0
Final Report		City Manager	\$75.00	8	\$600				\$0	\$600
		City Public Works Staff	\$40.00	16	\$640				\$0	\$640
		Public Works Admin	\$30.00	4	\$120				\$0	\$120
		GHD Inc.			\$0	\$5,000.00	lump sum	1	\$5,000	\$5,000
					\$0				\$0	\$0
PAEP/ MP		City Manager	\$75.00	2	\$150				\$0	\$150
		City Public Works Staff	\$40.00	16	\$640				\$0	\$640
		Public Works Admin	\$30.00	4	\$120				\$0	\$120
		GHD Inc.			\$0	\$4,500.00	lump sum	1	\$4,500	\$4,500
					\$0				\$0	\$0
2. Planning/Design/Engineering/ Environmental	19.3%									\$251,080
Task 2 -Preliminary Design & Studies					\$0				\$0	\$0
Survey/ ROW					\$0				\$0	\$0
		Survey Chief			\$0	\$130.00	hours	60	\$7,800	\$7,800
		Survey Crew			\$0	\$100.00	hours	160	\$16,000	\$16,000
		ROW Engineering			\$0	\$125.00	hours	40	\$5,000	\$5,000
					\$0				\$0	\$0
Special Studies		Geotechnical Report			\$0	\$20,000.00	lump sum	1	\$20,000	\$20,000
		Hydrologic/Hydraulic Study			\$0	\$18,000.00	lump sum	1	\$18,000	\$18,000
		Geomorphic Analysis			\$0	\$12,000.00	lump sum	1	\$12,000	\$12,000
		Biological Survey			\$0	\$8,500.00	lump sum	1	\$8,500	\$8,500
		Cultural Resources Survey			\$0	\$5,000.00	lump sum	1	\$5,000	\$5,000
		Wetland Delineation			\$0	\$6,500.00	lump sum	1	\$6,500	\$6,500
					\$0				\$0	\$0
Basis of Design Memorandum		City Manager	\$75.00	8	\$600				\$0	\$600
		City Public Works Staff	\$40.00	20	\$800				\$0	\$800
		Public Works Admin	\$30.00	4	\$120				\$0	\$120
		GHD Inc.			\$0	\$19,000.00	lump sum	1	\$19,000	\$19,000
					\$0				\$0	\$0
Task 3 - CEQA/ Env. Permitting									\$0	\$0
CEQA		City Manager	\$75.00	4	\$300				\$0	\$300
		City Public Works Staff	\$40.00	8	\$320				\$0	\$320
		Public Works Admin	\$30.00	8	\$240				\$0	\$240
		GHD Inc.			\$0	\$37,000.00	lump sum	1	\$37,000	\$37,000
					\$0				\$0	\$0
Environmental Permits		City Manager	\$75.00	8	\$600				\$0	\$600
		City Public Works Staff	\$40.00	8	\$320				\$0	\$320
		Public Works Admin	\$30.00	4	\$120				\$0	\$120
		GHD Inc.			\$0	\$19,000.00	lump sum	1	\$19,000	\$19,000
					\$0				\$0	\$0
Encroachment Permits		City Manager	\$75.00	4	\$300				\$0	\$300
		City Public Works Staff	\$40.00	8	\$320				\$0	\$320
		Public Works Admin	\$30.00	8	\$240				\$0	\$240
		GHD Inc.			\$0	\$11,000.00	lump sum	1	\$11,000	\$11,000
					\$0				\$0	\$0
Task 4 - Design					\$0				\$0	\$0
50% Design Plans, Specs, & Cost		GHD Inc.			\$0	\$19,000.00	lump sum	1	\$19,000	\$19,000
90% Design Plans, Specs, & Cost		GHD Inc.			\$0	\$27,000.00	lump sum	1	\$27,000	\$27,000
Final Design Plans, Specs, & Cost		GHD Inc.			\$0	\$16,000.00	lump sum	1	\$16,000	\$16,000
					\$0				\$0	\$0
3. Construction/Implementation	77.9%									\$1,012,359
Task 5 - Bid Period Services					\$0				\$0	\$0
Bid Period		City Manager	\$75.00	4	\$300				\$0	\$300
		City Public Works Staff	\$40.00	8	\$320				\$0	\$320

		Public Works Admin	\$30.00	8	\$240				\$0	\$240
		GHD Inc.			\$0	\$15,000.00	lump sum	1	\$15,000	\$15,000
		Bid Ad-Times Standard			\$0	\$800.00	lump sum	1	\$800	\$800
									\$0	\$0
Notice to Proceed/Contracting		City Manager	\$75.00	5	\$375				\$0	\$375
		GHD Inc.			\$0	\$1,500.00	lump sum	1	\$1,500	\$1,500
					\$0				\$0	\$0
Task 6 - Construction					\$0				\$0	\$0
Construction		Remove Asphalt Concrete Surfacing			\$0	\$2	SY	40000	\$80,000	\$80,000
		Control of Water				\$30	LS	1	\$30	\$30
		Creek Excavation and Disposal				\$15	CY	13500	\$202,500	\$202,500
		Engineered Streambed Material				\$100	CY	119	\$11,900	\$11,900
		Rock Grade Control Structures				\$6,000	EA	2	\$12,000	\$12,000
		Log Habitat Structures				\$1,200	EA	3	\$3,600	\$3,600
		Rock Slope Protection				\$160	TONS	112	\$17,920	\$17,920
		Riparian Planting				\$4	SQ.YD.	11111	\$44,444	\$44,444
		Biodegradable Fabric (COIR)				\$9	SQ.YD.	2150	\$19,350	\$19,350
		Precast Reinforced Concrete Box Culvert, installation			\$0	\$75,000	LS	1	\$75,000	\$75,000
		Precast Reinforced Concrete Box Culvert, headwalls			\$0	\$30,000	LS	1	\$30,000	\$30,000
		Reinforced Concrete Box Culvert (10x12x100)			\$0	\$110,000	LS	1	\$110,000	\$110,000
		Metal Beam Guard Rail and Terminal Sections			\$0	\$175	LF	80	\$14,000	\$14,000
		Private Property Acquisition, developable			\$0	\$100,000	Acre	1.5	\$150,000	\$150,000
		Straw Mulch			\$0	\$2	SQ.YD.	5600	\$8,400	\$8,400
		Private Property Acquisition, Agricultural			\$0	\$25,000	Acre	1	\$25,000	\$25,000
		SWPPP			\$0	\$5,000	LS	1	\$5,000	\$5,000
		Contingency			\$0	\$81,000	LS	1	\$81,000	\$81,000
					\$0					\$0
Environmental Monitoring		Biologist			\$0	\$8,000	lump sum	1	\$8,000	\$8,000
					\$0				\$0	\$0
Labor Compliance Plan		Labor Compliance Consultant			\$0	\$8,000	lump sum	1	\$8,000	\$8,000
					\$0				\$0	\$0
Task 7 - Construction Observation					\$0				\$0	\$0
		City Manager	\$75.00	8	\$600				\$0	\$600
		City Public Works Staff	\$40.00	40	\$1,600				\$0	\$1,600
		Public Works Admin	\$30.00	16	\$480				\$0	\$480
		GHD Inc.			\$0	\$85,000.00	lump sum	1	\$85,000	\$85,000
					\$0				\$0	\$0
4. Monitoring/Performance	0.0%								\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
5. Education/Outreach	0.6%								\$7,660	\$7,660
Task 8 - Public Outreach		City Manager	\$75.00	12	\$900				\$0	\$900
		City Public Works Staff	\$40.00	32	\$1,280				\$0	\$1,280
		Public Works Admin	\$30.00	16	\$480				\$0	\$480
		GHD Inc.			\$0	\$5,000.00	lump sum	1	\$5,000	\$5,000
					\$0				\$0	\$0
					\$0				\$0	\$0
Grand Total:	100%									\$1,300,029

Note: CHECK YOUR NUMBERS! Do NOT assume this Excel spreadsheet is correct. Please refer to the READ ME tab

Does the Budget Summary Total match the Budget Details Total?

YES

North Rio Dell Stormwater Improvement Project Schedule (FAAST PIN 26053)

	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
Task 1 - Project Admin. & Reporting																			
Grant Contract Signed	◆																		
General Project Administration																			
Monthly Reporting	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Final Report																			
PAEP/ MP		◆																	◆
Task 2 -Preliminary Design & Studies																			
Survey																			
Special Studies																			
Basis of Design Memorandum																			
Task 3 - CEQA/ Env. Permitting																			
CEQA																			
Environmental Permits																			
Encroachment Permits																			
Task 4 - Design																			
50% Design Plans, Specs, & Cost																			
90% Design Plans, Specs, & Cost																			
Final Design Plans, Specs, & Cost																			
Task 5 - Bid Period Services																			
Bid Period																			
Notice to Proceed																			
Task 6 - Construction																			
Construction																			
Environmental Monitoring																			
Construction Close out																			
Labor Compliance Plan																			
Task 7 - Construction Observation																			
Task 8 - Public Outreach					◆					◆						◆			

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: December 3, 2013

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Jim Stretch, City Manager 

Date: November 26, 2013

Subject: Sale of Rio Dell Apartments; Rigby Avenue

Recommendation:

That the City Council:

1. Approve the sale of the 49 unit Rio Dell Apartments; and
2. Authorize the City Manager to execute the required Subordination Agreement and Quit Claim Deeds.

Background/Summary

In 1984 the City applied for and received funding through the State of California's Department of Housing and Community Development (HCD) Community Development Block Grant Program (CDBG) to provide land write-down, on-site and off-site improvements in support of a 49 unit Farmers Home Administration (FmHA) Section 515 assisted rental housing project.

At that time the City owned the parcel and subsequently conveyed the parcel to the Rio Dell Company for the construction of the 49 unit apartment complex. The conveyance included terms and conditions (agreement), including requiring that the units be affordable for thirty (30) years, March 31, 2015 and that the City approve the sale of the units if such sale is

completed prior to the expiration of the agreement. The Grant Deed and agreement are included as Attachment 1. In addition, the Department of Housing and Community Development (HCD) must approve the sale. HCD has conditionally approved the proposed sale. Please see Attachment 2.

The buyer of the property, Michael Condry of Micon Development, has applied for and received tentative approval of the sale and Rental Assistance (RA) from the United States Department of Agriculture – Rural Development (USDA-RD). The purpose of the Rental Assistance is to ensure that the units remain “affordable” for the next thirty (30) years. As a condition of the sale USDA-RD has required the execution and recordation of a new thirty (30) year Restrictive Use Covenant.

In order to facilitate the sale of the units the City must execute a Subordination Agreement, Attachment 3 and Quit Claim Deeds, Attachments 4 and 5. The Quit Claim Deeds are required because the City required the Conveyance of Development Rights until certain improvements were made. The improvements have been made and as such the City is obligated to “Quit Claim” the development rights back to the owner of the parcel. The City Attorney has reviewed the documents and recommends that the City execute said documents.

Attachments:

1. Original Grant Deed and Agreement.
2. HCD’s Conditional Approval of the sale.
3. Subordination Agreement.
4. Quit Claim Deed regarding “Conveyance and Agreement” recorded December 12, 1983 in Book 1720, Page 1155 of Official Records in the Office of the Humboldt County Recorder.
5. Quit Claim Deed regarding “Conveyance and Agreement” recorded December 12, 1983 in Book 1720, Page 1160 of Official Records in the Office of the Humboldt County Recorder.

RECORDING REQUESTED BY
STEWART TITLE OF SACRAMENTO

And When Recorded Mail This Deed and, Unless
Otherwise Shown Below, Mail Tax Statements To:

NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
Rio Dell Company
2401 American River Dr., #2
Sacramento, CA 95825

Title Order No. _____ Escrow No. 51589

18676

RECORDED AT THE OFFICE OF

Western Title Insurance Co.
VOL 1748 OFFICIAL 827
RECORDED PM

OCT 5 3 03 PM '84

DEED BY _____

GRACE _____

12

TAX COLLECTED BY _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 55
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
X OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

The undersigned declares

Signature of Declarant or Agent determining tax. Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CITY OF RIO DELL, an incorporated City of the State of California

hereby GRANT(S) to

RIO DELL COMPANY, a California limited partnership

the following described real property in the City of Rio Dell,
County of Humboldt, State of California:

That portion of Lots No. 21, 22, 30 and 31, in Block 12 of Rio Dell, according
to the map thereof on file in the office of the County Recorder of said County,
in Book 1 of Maps, page 55, described as follows:

Parcel No. 2, as shown on Parcel Map No. 2214 on file in the office of the County
Recorder of Humboldt County, California, in Book 19 of Parcel Maps, page 101.

A.P. No. 52-312-03 and 10

CITY OF RIO DELL, an incorporated
City of the State of California

BY: Wayne D. Mayhall
Wayne D. Mayhall, City Manager

RESOLUTION No. 411

Dated September 21, 1984

STATE OF CALIFORNIA

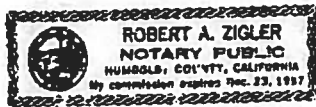
COUNTY OF _____

On _____

before me, the undersigned, a Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF Humboldt



On this 3rd day of October, in the year 1984,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Wayne D. Mayhall, City Manager,
and _____

_____ personally known to me
(or proved to me on the basis of satisfactory evidence) to be the persons who executed the
within instrument as President and Secretary of the City of Rio Dell,
and acknowledged to me that the corporation executed it pursuant to its by laws or a resolution
of its board of directors

WITNESS my hand and official seal

827

Robert A. Zigler
Notary Public in and for said State

When recorded return to:

CITY OF RIO DELL
675 Wildwood Avenue
Rio Dell, CA 95562

CITY OF RIO DELL

Housing and Community Development Agreement
(Regulatory Agreement)

TITLE OF PROJECT: Rio Dell Apartments Section 515

MEMORANDUM OF CONTRACT entered into this 21st day of August 1984.

BY AND BETWEEN

RIO DELL COMPANY, a limited partnership,
hereinafter referred to as RDC,

and

CITY OF RIO DELL, an incorporated City of
the State of California, hereinafter re-
ferred to as CITY.

WHEREAS, RDC has submitted to the CITY a proposal for funding assistance to ensure the feasibility of a 49 unit Farmers Home Administration (FmHA) Section 515 rental housing project (the PROJECT), and demonstrated a substantial need for assistance to make said PROJECT feasible and affordable to persons of low incomes, and

WHEREAS, in order to assist this PROJECT the CITY has applied for funding through the State of California's Department of Housing and Community Development (HCD) Community Development Block Grant Program (CDBG) to provide land writedown, on-site and off-site improvements in support of the PROJECT, and

WHEREAS, HCD has informed the CITY that it has been awarded funds in the amount of \$428,000 to accomplish these activities under the Housing and Community Development Act of 1974, as amended (the ACT),

WHEREAS, RDC has executed a contract with the CITY on August 21 1984, which calls for the CITY to provide financial assistance to RDC's Farmers Home Section 515 rental project known as Rio Dell Apartments (hereinafter "the Project"); and

WHEREAS, said contract calls for RDC to "execute a recordable regulatory agreement which shall serve to bind RDC to the specified rents"; and

WHEREAS, the CITY has met its commitments under said contract;

NOW THEREFORE, the parties hereto agree as follows:

I. RDC Shall:

- A. Manage the PROJECT at all times in conformance with State law and the Farmers Home Administration program requirements, rules and regulations pertaining thereto, as amended and in effect at any given time.
- B. Comply with Attachment B regarding reduction of PROJECT rents to reflect the reduction of PROJECT mortgage by the amount of CDBG funds used to provide land writedown, and on-site and off-site improvements.
- C. Forward to the CITY'S City Manager a quarterly report showing the incomes of each tenant by apartment number and the rents charged to each apartment. Each report shall also clearly show the distribution of the monthly savings to applicable units and shall contain RDC's certification under penalty of perjury that the information therein contained is accurate.

II CITY Shall:

- A. Review each quarterly report for compliance with this agreement. The City Manager shall report to the City Council RDC's progress in complying with this agreement. In the event the CITY determines that RDC has not adequately complied with the terms of this agreement, the CITY shall notify, in writing, RDC and the California Department of Housing and Community Development (HCD).

III General

- A. Transfer of the Development. Express prior written approval of both CITY and HCD is required for the sale, transfer or conveyance of the Project by RDC. ⁽¹⁾ Such approval shall be given provided that the following terms are incorporated into any transfer agreement:
 - i. That RDC's successor in interest agrees to assume the obligations of RDC relating to this agreement for the duration of this agreement.

(1) Except if required by the Farmers Home Administration for loan servicing purposes.

2. That RDC's successor in interest is eligible sponsor and demonstrates to the satisfaction of both the CITY and HCD that it can successfully own and operate the PROJECT.
- B. Violation of Regulatory Agreement by RDC. In the event of the violation of any of the provisions of this Agreement by the RDC, the CITY shall make an immediate report thereof to HCD. Additionally, the CITY may give written notice of said violation to the RDC by registered or certified mail, and if such violation is not corrected to the satisfaction of the CITY within thirty (30) days after the date such notice is mailed (or within such further time as the CITY, in its sole discretion, may permit), the CITY may, without further prior notice, declare in writing a default under this Agreement effective on the date of such declaration of default. Upon any such declaration of default the CITY or HCD may apply to any court, State or Federal, for specific performance of this Agreement; for an injunction against any violation of this Agreement by RDC; or for such other relief as may be appropriate, it being agreed by the RDC that the injury to the CITY arising from a default under any of the terms of this Agreement would be irreparable and that it would be extremely difficult to ascertain the amount of compensation to the CITY which would afford adequate relief, in light of the purposes and policies of the Program.
- C. Amendment. This Agreement shall not be altered or amended except by writing executed between the parties. No such amendment shall be effective without the prior approval of HCD and without meeting the requirements of the Community Development Block Grant Program.
- D. Partial Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.
- E. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest; provided, however, that RDC may not assign this Agreement

or any of its obligations hereunder, voluntarily or by operation of law, without the prior approval of the CITY and the HCD.

- F. Recording Agreement. This Agreement shall, at the expense of the PROJECT, be acknowledged by each of the parties and recorded in the official records of the county in which the PROJECT is situated. This Agreement shall be indexed in the grantor index to the name of RDC and in the grantee index to the name of the CITY.
- G. Election of Remedies; Events of Default. The remedies of the CITY hereunder and under any other instrument providing for or evidencing the financial assistance provided for the PROJECT by HCD or the CITY are cumulative, the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the CITY of any one or more of its other remedies.
- H. Waiver. No waiver by the CITY or any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach there or default hereunder.
- I. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limits or describe the scope or the intent of the Agreement.
- J. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, unless otherwise governed by Federal Law.
- K. Notices. Written notices and other written communications by and between the parties hereto shall be addressed as follows unless, and until a party hereto has, in writing, communicated a different address to the other party hereto.
- L. Third Party Beneficiaries. For the purpose of this Agreement, HCD, FmHA, or any other governmental financing agency which has provided financial commitments for the PROJECT, are acknowledged as third party beneficiaries by the parties to this Agreement.

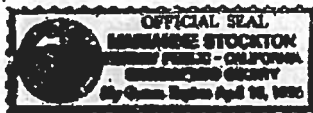
- M. Attorneys Fees. In the event of any controversy, claim, or dispute between the parties or third party beneficiaries hereto, arising out of or relating to this Agreement or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys fees and costs.
- N. This Agreement shall supersede the Memorandum of Contract (Regulatory Agreement) executed by the City of Rio Dell on June 6, 1984, and by RDC on May 31, 1984.

RIO DELL COMPANY
Name Hank Fisher
Address 2401 American River Drive
Sacramento, Calif. 95825
By Hank Fisher
General Partner
(Title)
Date August 17, 1984

CITY OF RIO DELL
Name V. Craige McKnight
Address 675 Wildwood Avenue
Rio Dell, CA 95562
By V. Craige McKnight
Mayor
(Title)
Date August 21, 1984

STATE OF CALIFORNIA

COUNTY OF Sacramento } ss.



On this 17th day of August, in the year 19 84,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Hank Fisher

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed the
within instrument on behalf of the _____ Partnership named therein, and acknow-
ledged to me that the _____ Partnership executed it.

WITNESS my hand and official seal.

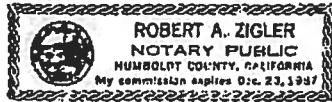
Minnie Stockton
Notary Public in and for said State.

ACKNOWLEDGMENT—Record or Limited Partnership—Notary Form PSBCA—Rev. 5-82
© 1982 WOLFEITE, INC.

ACKNOWLEDGMENT

State of California)
County of Humboldt) ss

On August 22, 19 84, before me ROBERT A. ZIGLER
a Notary Public for the State of California, personally
appeared V. CRAIGE McKNIGHT known to me to be the Mayor
of the municipal corporation that executed the within
instrument and acknowledged to me that such municipal
corporation executed the same.



Robert A. Zigler
Notary Public

ATTACHMENT A

That real property situate in the City of Rio Dell,
County of Humboldt, State of California, described as:

Parcel Two as shown on Parcel Map No. 2214 filed in
the office of the Humboldt County Recorder, in Book 19
of Parcel Maps, page 101.

ATTACHMENT B

Community Development Block Grant and City of Rio Dell funds used to purchase the site and to make the improvements specified in Attachments C & D shall be applied on a dollar-for-dollar basis to reduce the Farmers Home Administration (FmHA) mortgage from \$1,881,840 to \$1,500,000.

Rents shall be calculated, according to applicable FmHA procedures, based on the resultant mortgage amount of \$1,500,000. Both parties understand that the resultant rents will incorporate savings associated with reduced mortgage payments, reserve deposits, management fees, vacancy allowances and any other operational/maintenance expense savings.

RDC agrees to comply with applicable Farmers Home Administration (FmHA) regulations regarding FmHA approvals of rent changes (currently stated by FmHA Instructions 1930-C, Exhibit C) for a period of thirty (30) years even if RDC or its successor should payoff the FmHA loan. In the event the FmHA loan is paid off, the CITY shall assume all authority assigned to FmHA by applicable FmHA rent change approval policy.

ATTACHMENT C
ON-SITE IMPROVEMENTS

<u>Improvement</u>	<u>Description</u>	<u>Cost</u>
Fill	Transport and place 11,700 cu. yds. of fill material on site.	60,080.00
Grading	Rough grade and compact fill material on site.	43,700.00
Clear and grub site	Clear and grub 17,037 sq. yds. of site	8,625.00

E

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Ave., Suite 400
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
FAX (916) 263-3393



November 21, 2013

Stephen O. Nnodim, Multi-Family Housing Program Director
Rural Development
U.S. Department of Agriculture
430 G Street - Agency 4169
Davis, CA 95616-4169

**RE: Rental Housing Construction Program/Rural Rental Assistance (RHCP)
Rio Dell Apartments (Property)
Contract No. 83-RHC-130
Department's Conditional Approval of Rio Dell-Rio Dell, LP, Ownership Change**

Dear Mr. Nnodim:

The Department acknowledges that, during the November 15, 2013, meeting at the Department's office, you provided verbal assurance of the USDA-Rural Development (RD) office's conditional approval the proposed sale of Rio Dell Apartments from Rio Dell Company, L.P., (Seller), to Rio Dell-Rio Dell, L.P., (Buyer). We understand that RD's final approval of Buyer's application for RD Rental Assistance (RA) to replace the Department's RHCP annuity subsidy for the Property's 20 RHCP annuity households will take a little longer and RA payments are expected to commence January 1, 2014, concurrent with the close of escrow for the proposed ownership change.

The Department is reliant on the USDA National Office's approval of RA to replace RHCP subsidy for the 20 RHCP assisted units as a precondition to the Department's approval of the ownership Change.

However, in order to avoid any further delay, we are proceeding with approval of the ownership change and are modifying the Department's Assignment and Assumption Agreement (AAA), accordingly, prior to receipt of the final approval of RA by the USDA National Office.

As a result, the Department is herein issuing its conditional approval (Conditional Approval) of the sale, including temporary continuation of RHCP annuity payments subject to the Property's RHCP Regulatory Agreement, until RD's replacement RA payments commence.

Accordingly, for the limited purposes of this letter, the Department conditionally approves Buyer's proposed acquisition of Rio Dell Apartments conditioned, in part, upon:

- forthcoming replacement of the Department's RHCP subsidy with RD's RA;
- non-displacement of any existing RHCP assisted tenants in this Property through the expiration of the RHCP Regulatory Agreement on March 31, 2015;
- discontinuation of the Department's RHCP subsidy commencing with the date that RD's RA is approved to replace the Department's RHCP subsidy; and

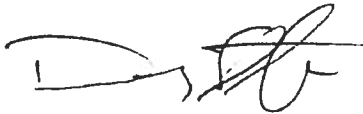
- concurrent with or prior to close of escrow, payment of the \$1,537 Excess Annuity Payments (EAP) owed by the Property to the Department as the result of its 2012 Audit/Annual Report approval, plus an escrow deposit in the amount of \$2,000 as a Provisional EAP to be applied toward the 2013 EAP approved for the fiscal year 2013 Audit/Annual Report, which is due April 1, 2014. The Department will authorize escrow to release the Provisional EAP upon its approval of the 2013 Audit/Annual Report.

We are concurrently sending the enclosed, updated version of the Department's AAA to Buyer and Seller to be signed and recorded in counterparts at close of escrow.

Thank you for RD's effort to further the mission of providing affordable housing through the Rio Dell Apartments ownership change.

If you have any questions or concerns, please call me at (916) 263-6117 or email to dstebing@hcd.ca.gov or you may contact Donna Weist at (916) 263-1670 or email to dweist@hcd.ca.gov for further assistance.

Sincerely,



Doug Stebing
Program Manager

Enclosure: Department AAA

cc: For Rio Dell-Rio Dell, LP:

Michael Condry, Administrative G.P., Rio Dell-Rio Dell, LLC,
1370 Jensen Avenue, Suite B, Sanger, CA 93657

Christina Alley, CEO, Managing G.P., Central Valley Coalition for Affordable Housing,
a CA non-profit public benefit corporation, 3351 M Street, Suite 200, Merced, CA 95348

For Rio Dell Company, LP:

Nancy Fisher, G.P., Hank Fisher Properties
610 Fulton Avenue, Suite 100, Sacramento, CA 95825-4814

Roger Horton, USDA-RD, 4625 W. Jennifer Street, Ste. 126, Fresno, CA 93722
Ron Jones, Attorney at Law, Kahn, Soares & Conway, 219 N. Douty St., Hanford, CA 93230

Recording Requested By
And When Recorded Mail To:

Rabobank, N.A.
Attention: Community Development Finance
618 West Main Street
Visalia, California 93291

Space Above For Recorder's Use

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination Agreement (the "Subordination Agreement") is dated for reference purposes as of November 27, 2013, between **RIO DELL-RIO DELL, LP**, a California limited partnership (the "Borrower"), and the **CITY OF RIO DELL**, a municipal corporation ("City"), in favor of **RABOBANK, N.A.**, its successors, transferees and assigns ("RNA" or "Bank").

Factual Background

A. The City and Borrower's predecessors-in-interest have entered into that certain Grant Deed dated September 21, 1984, recorded October 5, 1984, in Book 1748, Page 827 in the Official Records of Humboldt County, California, which contains certain covenants, conditions and restrictions (the "Restrictions"), relating to and/or encumbering all or a portion of the real property located in the County of Humboldt, State of California, as more particularly described in Exhibit A attached hereto (the "Property").

B. RNA is making a construction loan (the "RNA Loan") to Borrower in the principal amount of \$3,657,000.00. The RNA Loan is being made under that certain Loan Agreement between Bank and Borrower dated as of the date hereof (the "RNA Loan Agreement"). The RNA Loan is evidenced by that certain Promissory Note Secured by Deed of Trust made payable to Bank in the principal amount of the RNA Loan, which is secured by, among other things, that certain Construction Deed of Trust, with Assignment of Leases and Rents, Security Agreement, and Fixture Filing covering certain real and personal property, as therein described, including but not limited to the Property, being recorded concurrently herewith ("RNA Deed of Trust"). All documents which evidence, guaranty, secure, or otherwise pertain to the RNA Loan, including, without limitation, the RNA Deed of Trust, collectively constitute the "RNA Loan Documents."

C. As a condition to making the RNA Loan, Bank requires that the RNA Loan Documents unconditionally be and at all times remain a lien or charge upon the Property, prior and superior to the Restrictions and that the City, for itself and on behalf of its successors, transferees and assigns, specifically and unconditionally subordinates the Restrictions to the lien or charge of the RNA Loan Documents.

E. The City and Borrower intend that the RNA Loan Documents shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the rights of the City and its successors, transferees and assigns under the Restrictions. The City has agreed, for itself and on behalf of its successors, transferees and assigns, to specifically and unconditionally subordinate and subject the Restrictions and its rights and privileges under the Restrictions, to the lien and charge of the RNA Loan Documents.

F. It is to the mutual benefit of the parties hereto that Bank make the RNA Loan to Borrower; and the City, for itself and on behalf of its successors, transferees and assigns, is willing that the RNA Loan Documents shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the Restrictions and the City's rights and the rights of and its successors, transferees and assigns under the Restrictions.

Agreement

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. The foregoing Recitals are hereby incorporated into this Subordination Agreement as agreements among the parties.

2. The RNA Loan Documents and all modifications, renewals or extensions thereof, and any advances (including interest thereon) thereunder or secured thereby, shall unconditionally be and remain at all times liens or charges on the Property, prior and superior to the Restrictions and the City's rights and privileges and the rights and privileges of its successors, transferees and assigns under the Restrictions, are each hereby subjected, and made subordinate, to the lien or charge of the RNA Loan Documents.

3. This Subordination Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Restrictions and the City's rights and privileges under the Restrictions, to the lien or charge of the RNA Loan Documents, and shall supersede and cancel any prior agreements to subordinate the Restrictions and the City's rights and privileges under the Restrictions to the RNA Loan Documents.

4. The City, for itself and on behalf of its successors, transferees and assigns, declares, agrees, and acknowledges that:

a. Bank would not make the RNA Loan without this Subordination Agreement and the City consents to all provisions of the RNA Loan Documents;

b. Bank in making disbursements pursuant to any loan agreement or other agreement relating to the RNA Loan is under no obligation or duty to, nor has Bank represented that it will, see to the application of the proceeds of the RNA Loan by the person or persons to whom Bank disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement shall not defeat the subordination herein made in whole or in part; and

c. The City intentionally and unconditionally waives, relinquishes, subjects and subordinates the Restrictions and its rights and privileges and the rights and privileges of its successors, transferees and assigns under the Restrictions, in favor of the lien or charge of the RNA Loan Documents and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

d. The City has delivered to Bank true and complete copies of the Restrictions, which have not been amended, modified or supplemented in any way, except as disclosed therein;

e. There are no defaults (or conditions or events which, with notice of the passage of time or both, would constitute a default), known to the City as the date hereof, by Borrower under its obligations set for the in the Restrictions; and

f. The City shall not enter into any agreement to amend or modify the Restrictions without notice to, and in the case of material amendments or modifications, the prior consent of Bank.

5. **Counterparts.** This Subordination Agreement may be executed in counterparts, but all counterparts shall constitute one and the same document.

6. **Binding Provisions.** The covenants and agreements contained in this Subordination Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Subordination Agreement.

7. **Applicable Law.** This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. **Assignment.** This Subordination Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

9. **Notices.** All notices and demands given pursuant to the terms hereof shall be given in writing delivered in person, by commercial courier, or by registered or certified mail, return receipt requested, with all postage and fees fully prepaid. Notices shall be considered delivered upon receipt, as indicated by the return receipt if mailed; except that, upon an attempt to effectuate service of notice as provided herein, if the party being given notice either (a) refuses to accept delivery, or (b) has moved and the most recent address given to receive notice has no current registered forwarding address or a registered forwarding address only to a post office or other box, that party shall be deemed to have received the notice. Alternatively, notices may be served by facsimile transmission sent to the party intended to receive the notice, and shall be deemed served upon telephonic or return facsimile acknowledgment by the party receiving the notice that a complete and legible copy of the notice has been received. Notices shall be addressed as appears below for the respective parties:

If to Borrower:

Central Valley Coalition for Affordable Housing
3351 M Street, Suite 200
Merced, CA 95348
Attention: Christina Alley

With copies to:

MICON Real Estate
1370 Jensen Avenue, Suite B
Sanger, CA 93657
Attention: Michael Condry

Boston Financial Institutional Tax Credits XI, Limited Partnership
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attention: Rio Dell Asset Management

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: James E. McDermott, Esq.

If to the City:

City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA. 95562
Attention: City Manager

If to Bank:

Rabobank, N.A.
Attention: Community Development Finance
618 West Main Street
Visalia, California 93291

The address(es) for service of notice on either party may be changed by that party serving a notice upon the other of the new address, except that any change of address to a post office box shall not be effective unless a street address is also specified for use in effectuating personal service.

10. **Further Instruments.** Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Subordination Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Subordination Agreement.

11. **Legal Action.** In the event any legal action is commenced by any party hereto concerning this Subordination Agreement or the rights and duties of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

12. **Valid Authorization.** Each person executing this Subordination Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Subordination Agreement and to bind such party with respect to all of its obligations hereunder.

*[Remainder of page left intentionally blank.
Signatories and notary jurats on the following pages.]*

IN WITNESS WHEREOF, the parties have executed this Subordination Agreement the date first above written.

"BORROWER"

RIO DELL-RIO DELL, LP,
a California limited partnership

By: Rio Dell-Rio Dell, LLC,
a California limited liability company
Its: Administrative General Partner

By: _____
Name: Michael L. Condry
Title: Manager

By: Central Valley Coalition for Affordable Housing,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Name: Christina Alley
Title: Chief Executive Officer

"RNA"

RABOBANK, N.A.

By: _____

Name: Debi Engelbrecht

Title: Vice President

"CITY"

THE CITY OF RIO DELL, a municipal corporation

By: _____
Name: James R. Stretch
Title: City Manager

[All signatures must be acknowledged by a notary]

STATE OF CALIFORNIA

COUNTY OF _____

)
)
)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

Description of Property

THE REAL PROPERTY SITUATED IN THE CITY OF RIO DELL, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 2, AS SHOWN ON PARCEL MAP NO. 2214 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF HUMBOLDT COUNTY, CALIFORNIA, IN BOOK 19 OF PARCEL MAPS, PAGE 101.

RECORDING REQUESTED BY

PLACER TITLE COMPANY 404-9805-JEN

WHEN RECORDED MAIL TO:
RIO DELL COMPANY
C/O 610 FULTON AVE #100
SACRAMENTO, CA 95825

Escrow No. 404-9805-JEN

A.P.N.: 052-312-011

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The undersigned grantor(s) declare(s): R&T CODE 11911 – NO CONSIDERATION

Documentary Transfer Tax is \$0.00

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances
remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF RIO DELL

does hereby remise, release and forever quitclaim to

RIO DELL COMPANY, A CALIFORNIA LIMITED PARTNERSHIP

the following described Real Property:

THAT REAL PROPERTY SITUATE IN THE CITY OF RIO DELL, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

**THIS QUITCLAIM DEED IS BEING RECORDED TO EVIDENCE THE TERMINATION OF ALL COVENANTS,
CONDITIONS AND RESTRICTIONS CONTAINED IN THAT CERTAIN "CONVEYANCE AND AGREEMENT"
RECORDED DECEMBER 12, 1983 IN BOOK 1720, PAGE 1155, OFFICIAL RECORDS.**

Dated: November 21, 2013

CITY OF RIO DELL

By: _____
Name: _____
Title: _____

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE**

SAME AS ABOVE

Name
Page 1 - 11/21/2013

Street Address

City & State

O:\QUITCLIM DOC (10/2003)

ATTACHMENT 4

119

STATE OF CALIFORNIA,) ss.
COUNTY OF)

On _____ before me, _____, Notary Public, personally
appeared _____

_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct. WITNESS my hand and official seal.

Signature _____

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE**

SAME AS ABOVE

Name
Page 2 - 11/21/2013

Street Address

City & State

O \QUITCLIM.DOC (10/2003)

EXHIBIT "A"
LEGAL DESCRIPTION

That real property situate in the City of Rio Dell, County of Humboldt, State of California, described as follows:

Parcel No. 2 as shown on Parcel Map No. 2214 on file in the Office of the County Recorder of Humboldt County, California, in Book 19 of Parcel Maps, Page 101.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

BUYER/TRANSFeree
RIO DELL COMPANY

ASSESSOR'S PARCEL NUMBER
052-312-011

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
753 N RIGBY (RIO DELL APARTMENTS), RIO DELL, CA

MAIL PROPERTY TAX INFORMATION TO (NAME)
RIO DELL COMPANY

ADDRESS

CITY STATE ZIP CODE

☐ YES ☐ NO

This property is intended as my principal residence. If YES, please indicate the date of occupancy

MO

DAY

YEAR

PART I: TRANSFER INFORMATION (please answer all questions)

YES NO

- ☐ ☐ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☐ *C. This is a transfer between: ☐ parent(s) and child(ren) ☐ grandparent(s) and grandchild(ren).
- ☐ ☐ *D. This transfer is the result of a cotenant's death. Date of death: _____
- ☐ ☐ *E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☐ *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., *a name change upon marriage*).
If YES, please explain: _____
- ☐ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., *cosigner*). If YES, please explain: _____
- ☐ ☐ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☐ K. This is a transfer of property:
1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
3. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner
- ☐ ☐ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- ☐ ☐ *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

*Please refer to the instructions for Part 1

Please provide any other information that will help the Assessor understand the nature of the transfer.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2: OTHER TRANSFER INFORMATION*Check and complete as applicable*

- A. Date of transfer if other than recording date: _____
- B. Type of transfer. Please check appropriate box.
- ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or Exchange ☐ Merger, Stock, or Partnership Acquisition (Form BOE-100-B)
- ☐ Contract of Sale - Date of Contract: _____ ☐ Inheritance - Date of Death: _____
- ☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- ☐ Other: Please explain: _____
- C. Only a partial interest in the property was transferred. ☐ Yes ☐ No If yes, indicate the percentage transferred: _____ %

PART 3: PURCHASE PRICE AND TERMS OF SALE*Check and complete as applicable.*

- A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed Rate ☐ Variable Rate
- ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due Date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ Fixed Rate ☐ Variable Rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due Date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding Balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker Name: _____ Phone Number _____
- ☐ Direct from seller ☐ From a family member-Relationship _____
- ☐ Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

- A. Type of property transferred
- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
- ☐ Multiple-family residence. Number of Units: _____ ☐ Condominium ☐ Unimproved Lot
- ☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial
- B. ☐ YES ☐ NO Personal/business property, or incentives provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☐ NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- ☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☐ YES ☐ NO The property produces rental or other income.
- If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

NAME OF BUYER/TRANSFeree OR CORPORATE OFFICER

TITLE

EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

RECORDING REQUESTED BY

PLACER TITLE COMPANY 404-9805-JEN

WHEN RECORDED MAIL TO:
RIO DELL COMPANY
C/O 610 FULTON AVE #100
SACRAMENTO, CA 95825

Escrow No. 404-9805-JEN

A.P.N.: 052-312-011

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The undersigned grantor(s) declare(s): R&T CODE 11911 – NO CONSIDERATION
Documentary Transfer Tax is \$0.00

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances
remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF RIO DELL

does hereby remise, release and forever quitclaim to

RIO DELL COMPANY, A CALIFORNIA LIMITED PARTNERSHIP

the following described Real Property:

THAT REAL PROPERTY SITUATE IN THE CITY OF RIO DELL, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED
AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

**THIS QUITCLAIM DEED IS BEING RECORDED TO EVIDENCE THE TERMINATION OF ALL COVENANTS,
CONDITIONS AND RESTRICTIONS CONTAINED IN THAT CERTAIN "CONVEYANCE AND AGREEMENT"
RECORDED DECEMBER 12, 1983 IN BOOK 1720, PAGE 1160, OFFICIAL RECORDS.**

Dated: November 21, 2013

CITY OF RIO DELL

By: _____
Name: _____
Title: _____

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE**

SAME AS ABOVE

Name
Page 1 - 11/21/2013

Street Address

City & State

Q:\QUITCLIM DOC (10/2003)

STATE OF CALIFORNIA,) ss.
COUNTY OF)

On _____ before me, _____, Notary Public, personally
appeared _____

_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct. WITNESS my hand and official seal.

Signature _____

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS
DIRECTED ABOVE**

SAME AS ABOVE

Name
Page 2 - 11/21/2013

Street Address

City & State

O:\QUITCLIM DOC (10/2003)

EXHIBIT "A"
LEGAL DESCRIPTION

That real property situate in the City of Rio Dell, County of Humboldt, State of California, described as follows:

Parcel No. 2 as shown on Parcel Map No. 2214 on file in the Office of the County Recorder of Humboldt County, California, in Book 19 of Parcel Maps, Page 101.

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

BUYER/TRANSFEE
RIO DELL COMPANY

ASSESSOR'S PARCEL NUMBER
052-312-011

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
753 N RIGBY (RIO DELL APARTMENTS), RIO DELL, CA

MAIL PROPERTY TAX INFORMATION TO (NAME)
RIO DELL COMPANY

ADDRESS

CITY STATE ZIP CODE

☐ YES ☐ NO

This property is intended as my principal residence. If YES, please indicate the date of occupancy

MO DAY YEAR

PART I: TRANSFER INFORMATION (please answer all questions)

YES NO

- ☐ ☐ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☐ *C. This is a transfer between: ☐ parent(s) and child(ren) ☐ grandparent(s) and grandchild(ren).
- ☐ ☐ *D. This transfer is the result of a cotenant's death. Date of death: _____
- ☐ ☐ *E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☐ *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a *name change upon marriage*).
If YES, please explain: _____
- ☐ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., *cosigner*). If YES, please explain: _____
- ☐ ☐ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☐ K. This is a transfer of property:
1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
3. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner
- ☐ ☐ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- ☐ ☐ *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

*Please refer to the instructions for Part 1

Please provide any other information that will help the Assessor understand the nature of the transfer.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2: OTHER TRANSFER INFORMATION*Check and complete as applicable*

- A. Date of transfer if other than recording date: _____
- B. Type of transfer. Please check appropriate box.
- ☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or Exchange ☐ Merger, Stock, or Partnership Acquisition (Form BOE-100-B)
- ☐ Contract of Sale - Date of Contract: _____ ☐ Inheritance - Date of Death: _____
- ☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- ☐ Other: Please explain: _____
- C. Only a partial interest in the property was transferred. ☐ Yes ☐ No If yes, indicate the percentage transferred: _____ %

PART 3: PURCHASE PRICE AND TERMS OF SALE*Check and complete as applicable.*

- A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ Discount Points) ☐ Fixed Rate ☐ Variable Rate
- ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due Date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- ☐ Fixed Rate ☐ Variable Rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
- ☐ Balloon payment \$ _____ Due Date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding Balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker Name: _____ Phone Number _____
- ☐ Direct from seller ☐ From a family member-Relationship _____
- ☐ Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

- A. Type of property transferred
- ☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
- ☐ Multiple-family residence. Number of Units: _____ ☐ Condominium ☐ Unimproved Lot
- ☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial
- B. ☐ YES ☐ NO Personal/business property, or incentives provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☐ NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- ☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☐ YES ☐ NO The property produces rental or other income.
- If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER

DATE

NAME OF BUYER/TRANSFeree OR CORPORATE OFFICER

TITLE

EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Rio Dell City Council

FROM:  Jim Stretch City Manager

DATE: December 3, 2013

SUBJECT: Wahlund/Sequoia Construction pay request #21- \$652,992.15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve pay request #21 in the amount of \$652,992.15

BACKGROUND AND DISCUSSION

Pay request #21 in the amount of \$652,992.15 will be funded through the State Water Resources Control Board financing agreement project number C-06-7401-110 which totals \$12,980,859.

The vast majority of the work subject to this pay request is related to the horizontal drilling of the WWTP effluent disposal line under the Eel River. The pay request has been reviewed and approved by the City's Construction Manager and signed off by the City manager.

BEHRENS CONSTRUCTION AND INSPECTION SERVICES
170 South Bank Chetco River Road
Brookings, OR 97415-8288

(707) 696-4650
rbehrens@rbehrens.org

To: Rio Dell City Council
Jim Stretch, City Manager
Stephanie Beauchaine, Finance Director
Rick Chicora, Wastewater Superintendent

From: Richard Behrens, Construction Manager

Date: 11/27/2013

Project Name: **Wastewater Treatment Plant Upgrade and Disposal Project**

The WWTP project is now into the twenty first month of progress. The contractor has completed all phases of the bio-tank processes, the Chlorine Contact Basin and Effluent Pumping Station. The Aqua Sierra control system is installed and operational. Work is nearing completion the disposal site. The transmission line is complete from the river crossing to the treatment plant and pavement patching is nearly complete. The Therma-Flite sludge dryer system has been completed. Underground piping and valves have been installed and the plant switchover is complete and in operation. The Blower Building is complete and in operation. Electrical/mechanical systems are nearly complete and cut-over of existing electrical systems is completed. Construction of the new Operations Building is nearing completion and is being occupied by staff. Demolition of existing process piping and pumps is nearly complete. The under-river transmission line is complete and the connection between it and the Jack and Bore section is the final section to be completed, prior to final testing. Progress Payment Request No. 21 is attached. This pay request is based on the bid schedule breakdown provided by the contractor, Wahlund Construction, Inc./ Sequoia Construction Specialties, and the actual quantities of work completed and materials delivered to site.

There have been nine approved Change Orders completed to date, totaling an amount of \$138,531.42. The adjusted contract amount to date is \$10,769,531.42. The total billed (net amount) thru Progress Pay Request No. 21, less retainer, is \$9,980,194.44.

I recommend payment to Wahlund Construction, Inc./ Sequoia Construction Specialties for Progress Pay Request No. 21 in the amount of \$652,992.15, that also takes into account a 5% retention. Payment to the contractors is due within 20 days of receipt of each Application for Payment. Progress Payment Request No. 21 was approved 11/27/2013.

cc:

Craig Olson, HDR Inc.
Bret Rinehart, Wahlund Construction, Inc.
Brian Pritchard, Sequoia Construction Specialties

Progress Payment Summary

Owner: City of Rio Dell
Project Title: Rio Dell Wastewater Treatment Plant
Upgrade and Disposal

Job #: 24-11
Payment #: 21
Period Ending: 30-Nov-13

1. Analysis of Authorized Contract Amount to Date

a. Authorized Contract Work Amount	\$ 10,631,000.00
b. Total Change Orders Work Amount	\$ 138,531.42
c. Adjusted Contract Amount to Date	\$ 10,769,531.42

2. Analysis of Work Performed

a. Contract and Change Orders Performed to Date	\$ 10,505,467.83
b. Retainer, 5%	\$ 525,273.39
c. Net Contract Work to Date	\$ 9,980,194.44
d. Previous Billed	\$ 9,327,202.29
e. Balance Due This Period	\$ 652,992.15

3. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the Schedule of Values are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions.

All previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

Wahlund Construction, Inc.,/
Sequoia Construction Specialties
Contractor

Ken Wahlund
Authorized Representative

Date: 10/25/2013 Title: Joint Venture Administrator

4. Certification of Construction Manager

I certify that I have checked and verified the above and foregoing Schedule of Values; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in this Progress Payment Summary has been inspected by me and/or my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that the payment due to the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

[Signature]
Construction Manager

Date: 11/27/2013

5. Approval for Payment

[Signature]
City Manager

Date: 11-27-2013

RECEIVED

NOV 27 2013

CITY OF RIO DELL

11/26/2013

5.5	Pump Station Base & Equipment Pad	1	LS	\$	6,825.00	\$	6,825.00	100%	\$	6,825.00	0%	\$	-	100%	\$	6,825.00
5.6	Overflow Valve Concrete Pads	1	LS	\$	20,475.00	\$	20,475.00	100%	\$	20,475.00	0%	\$	-	100%	\$	20,475.00
5.7	Hydroseeding	1	LS	\$	54,059.25	\$	54,059.25	100%	\$	54,059.25	0%	\$	-	100%	\$	54,059.25
5.8	Submersible Non-Clog Tailwater Pumps	1	LS	\$	32,386.10	\$	32,386.10	100%	\$	32,386.10	0%	\$	-	100%	\$	32,386.10
5.9	REW Piping	1	LS	\$	150,000.00	\$	150,000.00	97.81%	\$	146,717.52	0.00%	\$	-	97.81%	\$	146,717.52
5.10	DFD Piping	1	LS	\$	145,000.00	\$	145,000.00	100%	\$	145,000.00	0%	\$	-	100%	\$	145,000.00
5.11	Tailwater Pump Piping - Material	1	LS	\$	20,002.50	\$	20,002.50	100%	\$	20,002.50	0%	\$	-	100%	\$	20,002.50
5.12	Tailwater Pump Piping - Labor	1	LS	\$	7,381.50	\$	7,381.50	100%	\$	7,381.50	0%	\$	-	100%	\$	7,381.50
5.13	Tailwater Pump Installation per D04	1	LS	\$	6,460.65	\$	6,460.65	100%	\$	6,460.65	0%	\$	-	100%	\$	6,460.65
5.14	HDG Bar Grating 2x per 1/D03	1	LS	\$	2,625.00	\$	2,625.00	100%	\$	2,625.00	0%	\$	-	100%	\$	2,625.00
5.15	PVC Stilling Well per D04	1	LS	\$	2,310.00	\$	2,310.00	100%	\$	2,310.00	0%	\$	-	100%	\$	2,310.00
				Bid Item 5 Total		\$ 795,000.00				\$ 791,717.52						\$ 791,717.52
6	Bid Item 6															
	All work as required per the MMRP as outlined in Specification Section 01560.	1	LS	\$	70,000.00	\$	70,000.00	97%	\$	67,900.00	2%	\$	1,400.00	99%	\$	69,300.00
				Bid Item 6 Total		\$ 70,000.00				\$ 67,900.00						\$ 69,300.00
7	Bid Item 7															
	Storm Water Pollution Prevention Plan and Implementation per Specification Section 02271.	1	LS	\$	10,500.00	\$	10,500.00	97%	\$	10,185.00	2%	\$	210.00	99%	\$	10,395.00
				Bid Item 7 Total		\$ 10,500.00				\$ 10,185.00						\$ 10,395.00
8	Bid Item 8															
	All other work as indicated on the project plans and defined in the project specifications.															
8.1	Bidding Requirements															
8.1.1	Performance & Payment Bond	1	LS	\$	82,000.00	\$	82,000.00	100%	\$	82,000.00	0%	\$	-	100%	\$	82,000.00
8.1.2	Insurance	1	LS	\$	88,000.00	\$	88,000.00	100%	\$	88,000.00	0%	\$	-	100%	\$	88,000.00
				Bidding Requirements Total		\$ 170,000.00				\$ 170,000.00						\$ 170,000.00
8.2	General Requirements															
8.2.1	Mobilization	1	LS	\$	156,250.00	\$	156,250.00	100%	\$	156,250.00	0%	\$	-	100%	\$	156,250.00
8.2.2	Demobilization	1	LS	\$	25,000.00	\$	25,000.00	0%	\$	-	0%	\$	-	0%	\$	-
8.2.3	Plumbing Mobilization	1	LS	\$	21,000.00	\$	21,000.00	100%	\$	21,000.00	0%	\$	-	100%	\$	21,000.00
8.2.4	Field Engineering & Surveying	1	LS	\$	10,000.00	\$	10,000.00	100%	\$	10,000.00	0%	\$	-	100%	\$	10,000.00
8.2.5	Administration Requirements	1	LS	\$	252,000.00	\$	252,000.00	100%	\$	252,000.00	0%	\$	-	100%	\$	252,000.00
8.2.6	Construction Schedules	1	LS	\$	2,000.00	\$	2,000.00	100%	\$	2,000.00	0%	\$	-	100%	\$	2,000.00
8.2.7	Submittals	1	LS	\$	18,000.00	\$	18,000.00	100%	\$	18,000.00	0%	\$	-	100%	\$	18,000.00
8.2.8	Temporary Offices, Sanitation, etc.	1	LS	\$	54,000.00	\$	54,000.00	100%	\$	54,000.00	0%	\$	-	100%	\$	54,000.00
8.2.9	Project Sign	1	LS	\$	1,500.00	\$	1,500.00	100%	\$	1,500.00	0%	\$	-	100%	\$	1,500.00
8.2.10	Construction Photographs	1	LS	\$	500.00	\$	500.00	100%	\$	500.00	0%	\$	-	100%	\$	500.00
				General Requirements Total		\$ 540,250.00				\$ 515,250.00						\$ 515,250.00
8.3	WWTP Sitework															
8.3.1	Sludge Drying Bed Demolition	1	LS	\$	45,750.00	\$	45,750.00	100%	\$	45,750.00	0%	\$	-	100%	\$	45,750.00
8.3.2	Misc. Existing Tanks & Buildings Demolition	1	LS	\$	18,459.00	\$	18,459.00	100%	\$	18,459.00	0%	\$	-	100%	\$	18,459.00
8.3.3	Staging Area Earthwork & Grading	1	LS	\$	25,000.00	\$	25,000.00	100%	\$	25,000.00	0%	\$	-	100%	\$	25,000.00
8.3.4	Staging Area Temporary Fencing	1	LS	\$	1,500.00	\$	1,500.00	100%	\$	1,500.00	0%	\$	-	100%	\$	1,500.00

8.3.5	Hot Mix Asphalt Paving	1	LS	\$	38,287.20	\$	38,287.20	20%	\$	7,657.44	0%	\$	-	20%	\$	7,657.44
8.3.6	Canopy Slab @ CL2 Bldg	1	LS	\$	5,250.00	\$	5,250.00	100%	\$	5,250.00	0%	\$	-	100%	\$	5,250.00
8.3.7	Canopy Slab @ Ops Bldg	1	LS	\$	7,350.00	\$	7,350.00	100%	\$	7,350.00	0%	\$	-	100%	\$	7,350.00
8.3.8	Generator Slab	1	LS	\$	13,125.00	\$	13,125.00	100%	\$	13,125.00	0%	\$	-	100%	\$	13,125.00
8.3.9	CL2 Mixer Concrete Repair	1	LS	\$	4,200.00	\$	4,200.00	100%	\$	4,200.00	0%	\$	-	100%	\$	4,200.00
8.3.10	Chem Storage Slab	1	LS	\$	4,200.00	\$	4,200.00	100%	\$	4,200.00	0%	\$	-	100%	\$	4,200.00
8.3.11	3 Steel Canopies	1	LS	\$	36,163.05	\$	36,163.05	100%	\$	36,163.05	0%	\$	-	100%	\$	36,163.05
8.3.12	3 Bollards per C02	1	LS	\$	2,702.70	\$	2,702.70	100%	\$	2,702.70	0%	\$	-	100%	\$	2,702.70
8.3.13	Static Mixer & Chlorine Injection Precast Vault	1	LS	\$	16,500.00	\$	16,500.00	100%	\$	16,500.00	0%	\$	-	100%	\$	16,500.00
8.3.14	Existing Control Room Door	1	LS	\$	12,600.00	\$	12,600.00	100%	\$	12,600.00	0%	\$	-	100%	\$	12,600.00
8.3.15	Existing Control Room Roof	1	LS	\$	22,575.00	\$	22,575.00	100%	\$	22,575.00	0%	\$	-	100%	\$	22,575.00
				WWTP Sitework Total					\$	253,661.95		\$	-		\$	223,032.19
8.4	Yard Piping															
8.4.1	12" Effluent Piping	1	LS	\$	60,000.00	\$	60,000.00	100%	\$	60,000.00	0%	\$	-	100%	\$	60,000.00
8.4.2	12" Influent Piping	1	LS	\$	50,000.00	\$	50,000.00	100%	\$	50,000.00	0%	\$	-	100%	\$	50,000.00
8.4.3	6" Sludge Piping	1	LS	\$	25,000.00	\$	25,000.00	100%	\$	25,000.00	0%	\$	-	100%	\$	25,000.00
8.4.4	8" Backwash Piping	1	LS	\$	30,000.00	\$	30,000.00	100%	\$	30,000.00	0%	\$	-	100%	\$	30,000.00
8.4.5	Misc. Underground Piping, Tie-Ins, Demo, Etc.	1	LS	\$	10,000.00	\$	10,000.00	100%	\$	10,000.00	0%	\$	-	100%	\$	10,000.00
8.4.6	Static Mixer & Chlorine Injection Vault Piping - Material	1	LS	\$	3,339.00	\$	3,339.00	100%	\$	3,339.00	0%	\$	-	100%	\$	3,339.00
8.4.7	Static Mixer & Chlorine Injection Vault Piping - Labor	1	LS	\$	1,443.75	\$	1,443.75	100%	\$	1,443.75	0%	\$	-	100%	\$	1,443.75
				Yard Piping Total					\$	179,782.75		\$	-		\$	179,782.75
8.5	Headworks															
8.5.1	Influent Pump Installation per SP10	1	LS	\$	6,460.65	\$	6,460.65	100%	\$	6,460.65	0%	\$	-	100%	\$	6,460.65
8.5.2	Grating Support Channel and New Grating per SP10	1	LS	\$	5,537.70	\$	5,537.70	100%	\$	5,537.70	0%	\$	-	100%	\$	5,537.70
8.5.3	Headworks Pump Piping - Material	1	LS	\$	20,002.50	\$	20,002.50	100%	\$	20,002.50	0%	\$	-	100%	\$	20,002.50
8.5.4	Headworks Pump Piping - Labor	1	LS	\$	7,381.50	\$	7,381.50	100%	\$	7,381.50	0%	\$	-	100%	\$	7,381.50
				Headworks Total					\$	39,382.35		\$	-		\$	39,382.35
8.6	Biological Treatment Facility															
8.6.1	Excavation	1	LS	\$	75,000.00	\$	75,000.00	100%	\$	75,000.00	0%	\$	-	100%	\$	75,000.00
8.6.2	Subgrade & Base Rock	1	LS	\$	25,000.00	\$	25,000.00	100%	\$	25,000.00	0%	\$	-	100%	\$	25,000.00
8.6.3	Tank Slab Form & Pour	1	LS	\$	262,500.00	\$	262,500.00	100%	\$	262,500.00	0%	\$	-	100%	\$	262,500.00
8.6.4	Tank Slab Rebar	1	LS	\$	330,750.00	\$	330,750.00	100%	\$	330,750.00	0%	\$	-	100%	\$	330,750.00
8.6.5	Tank Walls Form & Pour	1	LS	\$	682,500.00	\$	682,500.00	100%	\$	682,500.00	0%	\$	-	100%	\$	682,500.00
8.6.6	Tank Walls Rebar	1	LS	\$	309,750.00	\$	309,750.00	100%	\$	309,750.00	0%	\$	-	100%	\$	309,750.00
8.6.7	Sloped Fills	1	LS	\$	52,500.00	\$	52,500.00	100%	\$	52,500.00	0%	\$	-	100%	\$	52,500.00
8.6.8	Backfill	1	LS	\$	7,500.00	\$	7,500.00	100%	\$	7,500.00	0%	\$	-	100%	\$	7,500.00
8.6.9	Aluminum Stair with Railing	1	LS	\$	20,245.05	\$	20,245.05	100%	\$	20,245.05	0%	\$	-	100%	\$	20,245.05
8.6.10	AeroMod Equipment Installation	1	LS	\$	203,054.25	\$	203,054.25	100%	\$	203,054.25	0%	\$	-	100%	\$	203,054.25
8.6.11	Pipe Connections Bio Treatment 12"INFP, 12"EFF, 8"LPA & 4"LPA - SP01 & SP02 - Material	1	LS	\$	28,407.75	\$	28,407.75	100%	\$	28,407.75	0%	\$	-	100%	\$	28,407.75
8.6.12	Pipe Connections Bio Treatment 12"INFP, 12"EFF, 8"LPA & 4"LPA - SP01 & SP02 - Labor	1	LS	\$	23,404.50	\$	23,404.50	100%	\$	23,404.50	0%	\$	-	100%	\$	23,404.50
8.6.13	Selector Tank Piping - Material	1	LS	\$	819.00	\$	819.00	100%	\$	819.00	0%	\$	-	100%	\$	819.00
8.6.14	Selector Tank Piping - Labor	1	LS	\$	3,601.50	\$	3,601.50	100%	\$	3,601.50	0%	\$	-	100%	\$	3,601.50

8.6.15	Conduit and Pneumatic Systems - Material	1	LS	\$	1,312.50	\$	1,312.50	100%	\$	1,312.50	0%	\$	-	100%	\$	1,312.50
8.6.16	Conduit and Pneumatic Systems - Labor	1	LS	\$	8,100.75	\$	8,100.75	100%	\$	8,100.75	0%	\$	-	100%	\$	8,100.75
8.6.17	Aeration Tank Piping - Material	1	LS	\$	8,111.25	\$	8,111.25	100%	\$	8,111.25	0%	\$	-	100%	\$	8,111.25
8.6.18	Aeration Tank Piping - Labor	1	LS	\$	20,160.00	\$	20,160.00	100%	\$	20,160.00	0%	\$	-	100%	\$	20,160.00
8.6.19	Clarifier Piping - Material	1	LS	\$	5,785.50	\$	5,785.50	100%	\$	5,785.50	0%	\$	-	100%	\$	5,785.50
8.6.20	Clarifier Piping - Labor	1	LS	\$	7,203.00	\$	7,203.00	100%	\$	7,203.00	0%	\$	-	100%	\$	7,203.00
8.6.21	Digester Tank Piping - Material	1	LS	\$	5,323.50	\$	5,323.50	100%	\$	5,323.50	0%	\$	-	100%	\$	5,323.50
8.6.22	Digester Tank Piping - Labor	1	LS	\$	16,290.75	\$	16,290.75	100%	\$	16,290.75	0%	\$	-	100%	\$	16,290.75
8.6.23	6"SL, 2W, 12"LPA, 4"SL - SP01 - Material	1	LS	\$	58,338.00	\$	58,338.00	100%	\$	58,338.00	0%	\$	-	100%	\$	58,338.00
8.6.24	6"SL, 2W, 12"LPA, 4"SL - SP01 - Labor	1	LS	\$	34,156.50	\$	34,156.50	100%	\$	34,156.50	0%	\$	-	100%	\$	34,156.50
8.6.25	7 Sch 10 Stainless LPA Crossovers per SP02	1	LS	\$	9,483.60	\$	9,483.60	100%	\$	9,483.60	0%	\$	-	100%	\$	9,483.60
8.6.26	9 Hose Racks per SP01	1	LS	\$	7,087.50	\$	7,087.50	100%	\$	7,087.50	0%	\$	-	100%	\$	7,087.50
Biological Treatment Total																
8.7	Blower Building															
8.7.1	Earthwork	1	LS	\$	5,000.00	\$	5,000.00	100%	\$	5,000.00	0%	\$	-	100%	\$	5,000.00
8.7.2	Blower Building Concrete	1	LS	\$	36,750.00	\$	36,750.00	100%	\$	36,750.00	0%	\$	-	100%	\$	36,750.00
8.7.3	Concrete Masonry	1	LS	\$	20,947.50	\$	20,947.50	100%	\$	20,947.50	0%	\$	-	100%	\$	20,947.50
8.7.4	Roof Structure	1	LS	\$	42,000.00	\$	42,000.00	100%	\$	42,000.00	0%	\$	-	100%	\$	42,000.00
8.7.5	Doors	1	LS	\$	7,035.00	\$	7,035.00	100%	\$	7,035.00	0%	\$	-	100%	\$	7,035.00
8.7.6	New Blowers in Blower Building	1	LS	\$	6,460.65	\$	6,460.65	100%	\$	6,460.65	0%	\$	-	100%	\$	6,460.65
8.7.7	Valves and Supports SP20 - Material Only	1	LS	\$	2,798.25	\$	2,798.25	100%	\$	2,798.25	0%	\$	-	100%	\$	2,798.25
8.7.8	Blower Piping to Mech. Coupling Outside Blower Bldg	1	LS	\$	8,190.00	\$	8,190.00	100%	\$	8,190.00	0%	\$	-	100%	\$	8,190.00
8.7.9	2 Bollards per SP19	1	LS	\$	2,086.35	\$	2,086.35	100%	\$	2,086.35	0%	\$	-	100%	\$	2,086.35
8.7.10	HVAC	1	LS	\$	13,679.40	\$	13,679.40	100%	\$	13,679.40	0%	\$	-	100%	\$	13,679.40
Blower Building Total																
8.8	Operations Building															
8.8.1	Basement Gravel Fill	1	LS	\$	5,000.00	\$	5,000.00	100%	\$	5,000.00	0%	\$	-	100%	\$	5,000.00
8.8.2	Concrete Infill	1	LS	\$	15,750.00	\$	15,750.00	100%	\$	15,750.00	0%	\$	-	100%	\$	15,750.00
8.8.3	Interior Framing	1	LS	\$	15,750.00	\$	15,750.00	100%	\$	15,750.00	0%	\$	-	100%	\$	15,750.00
8.8.4	Drywall	1	LS	\$	6,300.00	\$	6,300.00	100%	\$	6,300.00	0%	\$	-	100%	\$	6,300.00
8.8.5	Doors & Windows	1	LS	\$	16,800.00	\$	16,800.00	100%	\$	16,800.00	0%	\$	-	100%	\$	16,800.00
8.8.6	Roof	1	LS	\$	4,200.00	\$	4,200.00	100%	\$	4,200.00	0%	\$	-	100%	\$	4,200.00
8.8.7	Cabinetry	1	LS	\$	11,550.00	\$	11,550.00	100%	\$	11,550.00	0%	\$	-	100%	\$	11,550.00
8.8.8	Misc. Finishes	1	LS	\$	21,000.00	\$	21,000.00	95%	\$	19,950.00	5%	\$	1,050.00	100%	\$	21,000.00
8.8.9	Plumbing M04 - Rough In	1	LS	\$	8,263.50	\$	8,263.50	100%	\$	8,263.50	0%	\$	-	100%	\$	8,263.50
8.8.10	Plumbing M04 - Top-Out	1	LS	\$	21,273.00	\$	21,273.00	100%	\$	21,273.00	0%	\$	-	100%	\$	21,273.00
8.8.11	Plumbing M04 - Trim	1	LS	\$	9,975.00	\$	9,975.00	100%	\$	9,975.00	0%	\$	-	100%	\$	9,975.00
Operations Building Total																
8.9	Effluent Pumping Station / Chlorine Contact Basin															
8.9.1	Structure Demolition	1	LS	\$	14,175.00	\$	14,175.00	100%	\$	14,175.00	0%	\$	-	100%	\$	14,175.00
8.9.2	Install Effluent Pumps & Chlorine Sample Pump	1	LS	\$	6,460.65	\$	6,460.65	100%	\$	6,460.65	0%	\$	-	100%	\$	6,460.65
8.9.3	New HDPE Panels at existing baffle frames	1	LS	\$	6,260.10	\$	6,260.10	100%	\$	6,260.10	0%	\$	-	100%	\$	6,260.10
8.9.4	FRP Grating per X08	1	LS	\$	6,825.00	\$	6,825.00	100%	\$	6,825.00	0%	\$	-	100%	\$	6,825.00

8.9.5	Weir Plate per D/SP23	1	LS	\$	2,625.00	\$	2,625.00	100%	\$	2,625.00	0%	\$	-	100%	\$	2,625.00
8.9.6	PVC Stilling Well per SP23	1	LS	\$	2,310.00	\$	2,310.00	100%	\$	2,310.00	0%	\$	-	100%	\$	2,310.00
8.9.7	Grating Support Channel and New Grating per SP23	1	LS	\$	5,537.70	\$	5,537.70	100%	\$	5,537.70	0%	\$	-	100%	\$	5,537.70
8.9.8	Pipe Supports with U Bolts A/C05	1	LS	\$	1,845.90	\$	1,845.90	100%	\$	1,845.90	0%	\$	-	100%	\$	1,845.90
8.9.9	Effluent Pump Piping - Material	1	LS	\$	22,879.50	\$	22,879.50	100%	\$	22,879.50	0%	\$	-	100%	\$	22,879.50
8.9.10	Effluent Pump Piping - Labor	1	LS	\$	9,093.00	\$	9,093.00	100%	\$	9,093.00	0%	\$	-	100%	\$	9,093.00
8.9.11	Effluent Pump Station 2W Piping - Material	1	LS	\$	4,898.25	\$	4,898.25	100%	\$	4,898.25	0%	\$	-	100%	\$	4,898.25
8.9.12	Effluent Pump Station 2W Piping - Labor	1	LS	\$	5,223.75	\$	5,223.75	100%	\$	5,223.75	0%	\$	-	100%	\$	5,223.75
Effluent Pump Station Total						\$	88,133.85		\$	88,133.85		\$	-		\$	88,133.85
8.10	Equipment Procurement															
8.10.1	General Equipment & Mechanical Requirements	1	LS	\$	5,000.00	\$	5,000.00	100%	\$	5,000.00	0%	\$	-	100%	\$	5,000.00
8.10.2	Submersible Non-Clog Influent Pumps	1	LS	\$	57,697.50	\$	57,697.50	100%	\$	57,697.50	0%	\$	-	100%	\$	57,697.50
8.10.3	Submersible Non-Clog Effluent Pumps	1	LS	\$	57,697.50	\$	57,697.50	100%	\$	57,697.50	0%	\$	-	100%	\$	57,697.50
8.10.4	Package Biological Treatment Facility	1	LS	\$	1,563,759.75	\$	1,563,759.75	100%	\$	1,563,759.75	0%	\$	-	100%	\$	1,563,759.75
8.10.5	Static Mixer	1	LS	\$	5,910.45	\$	5,910.45	100%	\$	5,910.45	0%	\$	-	100%	\$	5,910.45
8.10.6	Laboratory Glassware, Apparatus and Equipment	1	LS	\$	17,000.00	\$	17,000.00	100%	\$	17,000.00	0%	\$	-	100%	\$	17,000.00
8.10.7	Sampling, Lab and Monitoring Equipment	1	LS	\$	753.90	\$	753.90	100%	\$	753.90	0%	\$	-	100%	\$	753.90
8.10.8	FRP Stop Gates and FRP Chemical Metering Enclosure	1	LS	\$	62,946.99	\$	62,946.99	100%	\$	62,946.99	0%	\$	-	100%	\$	62,946.99
8.10.9	Chemical Metering Equipment	1	LS	\$	19,778.86	\$	19,778.86	100%	\$	19,778.86	0%	\$	-	100%	\$	19,778.86
Equipment Total						\$	1,790,544.95		\$	1,790,544.95		\$	-		\$	1,790,544.95
8.11	Painting															
8.11.1	Buildings and Doors	1	LS	\$	15,382.50	\$	15,382.50	100%	\$	15,382.50	0%	\$	-	100%	\$	15,382.50
8.11.2	Piping and Miscellaneous	1	LS	\$	15,382.50	\$	15,382.50	100%	\$	15,382.50	0%	\$	-	100%	\$	15,382.50
Painting Total						\$	30,765.00		\$	30,765.00		\$	-		\$	30,765.00
8.12	Electrical															
8.12.1	Generator	1	LS	\$	173,853.75	\$	173,853.75	100%	\$	173,853.75	0%	\$	-	100%	\$	173,853.75
8.12.2	Light Fixtures	1	LS	\$	24,440.85	\$	24,440.85	100%	\$	24,440.85	0%	\$	-	100%	\$	24,440.85
8.12.3	Aqua Sierra Controls	1	LS	\$	147,383.25	\$	147,383.25	100%	\$	147,383.25	0%	\$	-	100%	\$	147,383.25
8.12.4	Motor Control Centers, Panels, Transformers, Etc.	1	LS	\$	222,247.20	\$	222,247.20	100%	\$	222,247.20	0%	\$	-	100%	\$	222,247.20
8.12.5	Underground Trenching, Backfill, Pads, Conduit	1	LS	\$	143,079.30	\$	143,079.30	100%	\$	143,079.30	0%	\$	-	100%	\$	143,079.30
8.12.6	Electrical Demo and New Work in Control Bldg, Electric Bldg, Blower Bldg and Operations Bldg	1	LS	\$	60,241.65	\$	60,241.65	100%	\$	60,241.65	0%	\$	-	100%	\$	60,241.65
8.12.7	Headworks, Effluent Pumps, Chlorine Electric	1	LS	\$	11,550.00	\$	11,550.00	100%	\$	11,550.00	0%	\$	-	100%	\$	11,550.00
8.12.8	Disposal Site Electric Not Counting Panels	1	LS	\$	6,825.00	\$	6,825.00	100%	\$	6,825.00	0%	\$	-	100%	\$	6,825.00
8.12.9	Job Move-In Temp Power	1	LS	\$	3,675.00	\$	3,675.00	100%	\$	3,675.00	0%	\$	-	100%	\$	3,675.00
8.12.10	Set Main Switchboard, Service, MCC2	1	LS	\$	36,626.10	\$	36,626.10	100%	\$	36,626.10	0%	\$	-	100%	\$	36,626.10
8.12.11	Hook-Up New Motors	1	LS	\$	10,363.50	\$	10,363.50	100%	\$	10,363.50	0%	\$	-	100%	\$	10,363.50
Electrical Total						\$	840,285.60		\$	840,285.60		\$	-		\$	840,285.60
Bid Item 8 Total						\$	6,420,000.00		\$	6,420,000.00		\$	1,050.00		\$	6,364,370.24
9	Bid Item 9															
	All work as required to install the Indirect Sludge Dryer System as defined in Addendum No. 3.															
9.1	Administration Requirements	1	LS	\$	20,000.00	\$	20,000.00	100%	\$	20,000.00	0%	\$	-	100%	\$	20,000.00
9.2	Indirect Sludge Dryer System	1	LS	\$	558,979.15	\$	558,979.15	100%	\$	558,979.15	0%	\$	-	100%	\$	558,979.15

9.3	Demolition	1	LS	\$	5,250.00	\$	5,250.00	100%	\$	5,250.00	0%	\$	-	100%	\$	5,250.00
9.4	Concrete Slab	1	LS	\$	21,000.00	\$	21,000.00	100%	\$	21,000.00	0%	\$	-	100%	\$	21,000.00
9.5	Decrease Bio Tank Size	1	LS	\$	(45,150.00)	\$	(45,150.00)	100%	\$	(45,150.00)	0%	\$	-	100%	\$	45,150.00
9.6	Paving	1	LS	\$	3,300.00	\$	3,300.00	100%	\$	3,300.00	0%	\$	-	100%	\$	3,300.00
9.7	Gas, Water, Drain & Misc. Piping for Sludge Dryer - Material	1	LS	\$	2,903.25	\$	2,903.25	100%	\$	2,903.25	0%	\$	-	100%	\$	2,903.25
9.8	Gas, Water, Drain & Misc Piping for Sludge Dryer - Labor	1	LS	\$	4,305.00	\$	4,305.00	100%	\$	4,305.00	0%	\$	-	100%	\$	4,305.00
9.9	Sludge Dryer System Installation	1	LS	\$	33,143.25	\$	33,143.25	100%	\$	33,143.25	0%	\$	-	100%	\$	33,143.25
9.10	Sludge Dryer Venting	1	LS	\$	49,714.35	\$	49,714.35	100%	\$	49,714.35	0%	\$	-	100%	\$	49,714.35
9.11	Doors	1	LS	\$	9,555.00	\$	9,555.00	100%	\$	9,555.00	0%	\$	-	100%	\$	9,555.00
				Bid Item 9 Total					\$	663,000.00		\$	-		\$	663,000.00
				TOTAL					\$	10,631,000.00		\$	676,872.50		\$	10,428,632.75

Original Contract Amount	\$	10,631,000.00
Total Change Orders	\$	138,531.42
Total Contract + Change Orders	\$	10,769,531.42
Contract Work + Change Orders Performed To Date	\$	10,505,467.83
Work To Date Minus 5% Retention	\$	9,980,194.44
Previous Billed Less 5% Retention	\$	9,327,202.29
Work To Date Minus Previous Billed	\$	652,992.15
TOTAL AMOUNT DUE	\$	652,992.15

Change Orders

Item		Description of Item	Qty	Unit	Unit Cost	Total Cost	Previous		This Period		Total to Date	
							Qty	\$	Qty	\$	Qty	\$
Change Order No. 1												
1-1	PCO 1: Provide Flygt Non-Clog Submersible Pumps rather than listed Wilo Pumps.		1	LS	\$ (3,421.97)	\$ (3,421.97)	100%	\$ (3,421.97)	0%	\$ -	100%	\$ (3,421.97)
1-2	PCO 2: Delete 24" wide double swing access gate		1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
1-3	PCO 3: Relocation of influent sewer per drawing CO3		1	LS	\$ (9,016.87)	\$ (9,016.87)	100%	\$ (9,016.87)	0%	\$ -	100%	\$ (9,016.87)
1-4	PCO 4: Provide supply bond for Thermo-Flite Indirect Sludge Dryer.		1	LS	\$ 2,838.33	\$ 2,838.33	100%	\$ 2,838.33	0%	\$ -	100%	\$ 2,838.33
1-5	PCO 5: Add two 12" 45 elbows with restraints & relocate existing 4" 1W to avoid conflict with the new 12" INFP		1	LS	\$ 2,123.58	\$ 2,123.58	100%	\$ 2,123.58	0%	\$ -	100%	\$ 2,123.58
1-6	PCO 6: Provide permanent gutter on west side of existing Dewatering Building		1	LS	\$ 855.00	\$ 855.00	100%	\$ 855.00	0%	\$ -	100%	\$ 855.00
1-7	PCO 7: Provide permanent DI and culvert installation for staging area drainage		1	LS	\$ 1,889.44	\$ 1,889.44	100%	\$ 1,889.44	0%	\$ -	100%	\$ 1,889.44
1-8	PCO 8: Providing permanent crushed rock gravel surface for staging area (material cost only)		1	LS	\$ 4,541.09	\$ 4,541.09	100%	\$ 4,541.09	0%	\$ -	100%	\$ 4,541.09
1-9	PCO 9: Delete misc. instruments per RFI's 5, 6, 7		1	LS	\$ (740.11)	\$ (740.11)	100%	\$ (740.11)	0%	\$ -	100%	\$ (740.11)
1-10	PCO 10: Fabricate and install new PLC SCADA and Pump Control Panel		1	LS	\$ 30,891.62	\$ 30,891.62	100%	\$ 30,891.62	0%	\$ -	100%	\$ 30,891.62
Change Order No. 1 Total								\$ 29,960.11		\$ -		\$ 29,960.11
Change Order No. 2												
2-1	PCO 11: MiniCAS relay for existing influent pump including shipping. Add input from MiniCAS relay for existing influent pump to SCADA.		1	LS	\$ 764.83	\$ 764.83	100%	\$ 764.83	0%	\$ -	100%	\$ 764.83
2-2	PCO 14: Disposal site changes per revised drawing D01 and Submittal 15064-3		1	LS	\$ 10,041.69	\$ 10,041.69	100%	\$ 10,041.69	0%	\$ -	100%	\$ 10,041.69
2-3	PCO 15: Change SCADA panel from single door to double door.		1	LS	\$ 2,364.80	\$ 2,364.80	100%	\$ 2,364.80	0%	\$ -	100%	\$ 2,364.80
2-4	PCO 16: Changes in earthwork at Disposal site to raise roads.		1	LS	\$ 4,101.72	\$ 4,101.72	100%	\$ 4,101.72	0%	\$ -	100%	\$ 4,101.72
2-5	PCO 17: Credit remainder of overexcavation, Bid Item 2, from contract. Overexcavation cost at Blower Building.		1	LS	\$ (72,625.00)	\$ (72,625.00)	100%	\$ (72,625.00)	0%	\$ -	100%	\$ (72,625.00)
Change Order No. 2 Total								\$ (55,351.96)		\$ -		\$ (55,351.96)
Change Order No. 3												
3-1	PCO 18: MCC Re-location at Disposal Site		1	LS	\$ 5,169.94	\$ 5,169.94	100%	\$ 5,169.94	0%	\$ -	100%	\$ 5,169.94
3-2	PCO 19 rev 1: Furnish & install ceiling mounted fan & ducting with thermostatic control in Blower Bldg.		1	LS	\$ 3,472.08	\$ 3,472.08	100%	\$ 3,472.08	0%	\$ -	100%	\$ 3,472.08
3-3	PCO 20 rev 1: Furnish & install 8 Revised Light Fixtures at Bio Tank		1	LS	\$ -	\$ -	100%	\$ -	0%	\$ -	100%	\$ -
3-4	PCO 21: Transmission line boring extra work 12/3/2012 - 12/10/2012		1	LS	\$ 36,878.38	\$ 36,878.38	100%	\$ 36,878.38	0%	\$ -	100%	\$ 36,878.38
3-5	PCO 22: Furnish & install PT Framing at Contact Basin		1	LS	\$ 11,471.58	\$ 11,471.58	100%	\$ 11,471.58	0%	\$ -	100%	\$ 11,471.58
3-6	PCO 23: Gas Meter Pad & Bollards, as required by PG&E		1	LS	\$ 3,914.76	\$ 3,914.76	100%	\$ 3,914.76	0%	\$ -	100%	\$ 3,914.76
Change Order No. 3 Total								\$ 60,906.74		\$ -		\$ 60,906.74

Change Order No. 4											
4-1	PCO 24 rev 1: Delete 3 Blowoff Assemblies from the Recycled Water Transmission Main	1	LS	\$ (15,000.00)	\$ (15,000.00)	100%	\$ (15,000.00)	0%	\$ -	100%	\$ (15,000.00)
4-2	PCO 25: Fabricate and install structural steel repairs to Contact Basin baffle frames	1	LS	\$ 2,522.93	\$ 2,522.93	100%	\$ 2,522.93	0%	\$ -	100%	\$ 2,522.93
4-3	PCO 26: New 1" gas line from new meter location to existing unit heaters	1	LS	\$ 1,526.53	\$ 1,526.53	100%	\$ 1,526.53	0%	\$ -	100%	\$ 1,526.53
4-4	PCO 27: Change 4 Air Release Valves to buried concrete valve boxes	1	LS	\$ 8,311.52	\$ 8,311.52	100%	\$ 8,311.52	0%	\$ -	100%	\$ 8,311.52
4-5	PCO 28: Hilltop Drive 6" Sewer Main Repair	1	LS	\$ 15,436.78	\$ 15,436.78	100%	\$ 15,436.78	0%	\$ -	100%	\$ 15,436.78
4-6	PCO 29: Supply and install aluminum 30" wide by 20' long access platform with handrails both sides & stairs at one end to access Sludge Dryer. Supply & install one 18" sq. sign with black lettering. Delete two man doors in Sludge Dryer Building. No Cost	1	LS	\$ -	\$ -	100%	\$ -	0%	\$ -	100%	\$ -
				Change Order No. 4 Total			\$ 12,797.76		\$ -		\$ 12,797.76
Change Order No. 5											
5-1	Change of Contract Times. Increase of 65 days	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
5-2	Correction Period for Biological Treatment Facility	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
				Change Order No. 5 Total			\$ -		\$ -		\$ -
Change Order No. 6											
6-1	PCO 35: Rebuild berm and install geotextinel fabric & rock slope protection at Disposal Site Lower Zone 3. Install rock lined swale from Tailwater Pump Station to fenceline	1	LS	\$ 5,360.83	\$ 5,360.83	100%	\$ 5,360.83	0%	\$ -	100%	\$ 5,360.83
6-2	PCO 40: Fabricate and install SST Weir Box in CL2 Basin per O&M Industries Proposal Number 13295.	1	LS	\$ 1,302.29	\$ 1,302.29	100%	\$ 1,302.29	0%	\$ -	100%	\$ 1,302.29
6-3	PCO 41: Repair of unmarked conduits damaged during trenching, per Parker Electric invoices.	1	LS	\$ 957.12	\$ 957.12	100%	\$ 957.12	0%	\$ -	100%	\$ 957.12
6-4	PCO 42: Repair broken sewer lateral and backfill sink-hole in Eeloa Ave.	1	LS	\$ 5,677.79	\$ 5,677.79	100%	\$ 5,677.79	0%	\$ -	100%	\$ 5,677.79
6-5	PCO 43: Haul off spoils from sewer line repairs and Painter St. water line repair to Wendt dumpsite.	1	LS	\$ 4,216.57	\$ 4,216.57	100%	\$ 4,216.57	0%	\$ -	100%	\$ 4,216.57
6-6	PCO 47: Add washer and dryer H&C water, waste and vents at Operations Building.	1	LS	\$ 2,936.52	\$ 2,936.52	100%	\$ 2,936.52	0%	\$ -	100%	\$ 2,936.52
6-7	PCO 48: Provide and install plastic laminate toilet partition in Operations Building.	1	LS	\$ 1,930.11	\$ 1,930.11	0%	\$ -	100%	\$ 1,930.11	100%	\$ 1,930.11
6-8	PCO 49: Chg. Cabinets to allow for refrigerator - Op. Bldg.	1	LS	\$ -	\$ -	0%	\$ -	100%	\$ -	100%	\$ -
6-9	PCO 51: Substitute specified windows for Milgard aluminum sliders at Operations Building.	1	LS	\$ (2,000.00)	\$ (2,000.00)	100%	\$ (2,000.00)	0%	\$ -	100%	\$ (2,000.00)
6-10	PCO 52: Relocate transformer in Operations Building.	1	LS	\$ 1,972.53	\$ 1,972.53	100%	\$ 1,972.53	0%	\$ -	100%	\$ 1,972.53
6-11	PCO 55: Furnish and install new gutters and downspouts at Operations Building.	1	LS	\$ 1,007.48	\$ 1,007.48	100%	\$ 1,007.48	0%	\$ -	100%	\$ 1,007.48
6-12	PCO 56: Provide and install 14 w.c. gas pressure regulator for Sludge Dryer.	1	LS	\$ 1,007.48	\$ 1,007.48	100%	\$ 1,007.48	0%	\$ -	100%	\$ 1,007.48
6-13	PCO 57: Modifications to Dry Sludge Hopper.	1	LS	\$ 2,507.02	\$ 2,507.02	100%	\$ 2,507.02	0%	\$ -	100%	\$ 2,507.02
6-14	PCO 59: Credit to delete replacement of roof sheathing at Operations Building.	1	LS	\$ (1,889.00)	\$ (1,889.00)	100%	\$ (1,889.00)	0%	\$ -	100%	\$ (1,889.00)

6-15	PCO 69: Excavation and backfill to cap abandoned 6" sludge and 4" 2W pipelines, per Wahlund Extra Work Order #19.	1	LS	\$	1,987.69	\$	1,987.69	100%	\$	1,987.69	0%	\$	-	100%	\$	1,987.69
Change Order No. 6 Total																
7-1	Change to horizontal directional drill installation of the 14" HDPE recycled water transmission main for crossing the Eel River. No Cost Change Order.	1	LS	\$	-	\$	-	0%	\$	-	0%	\$	-	0%	\$	-
Change Order No. 7 Total																
Change Order No. 8a																
8a-1	PCO 32r: 2" AC Paving in areas shown as gravel between Bio Tank and Dewatering Bldg and around Blower Bldg. Includes area in northwest corner of Dewatering Bldg includes two drain inlets tied into 4" drain piping between Bio Tank and Dewatering Bldg.	1	LS	\$	13,679.39	\$	13,679.39	0%	\$	-	15%	\$	2,051.91	15%	\$	2,051.91
8a-2	PCO 33: Install 70 L.F. of AC Dike	1	LS	\$	1,781.64	\$	1,781.64	0%	\$	-	0%	\$	-	0%	\$	-
8a-3	PCO 36: Additional 3" AC Paving over 6" Class 2 AB at existing diesel tank location	1	LS	\$	1,418.95	\$	1,418.95	0%	\$	-	25%	\$	354.74	25%	\$	354.74
8a-4	PCO 37: Additional 3" AC Paving for road through berm south of Bio Tank	1	LS	\$	4,008.69	\$	4,008.69	0%	\$	-	0%	\$	-	0%	\$	-
8a-5	PCO 38: AC leveling courses for area southeast of Bio Tank, prior to overlay	1	LS	\$	3,054.24	\$	3,054.24	0%	\$	-	0%	\$	-	0%	\$	-
8a-6	PCO 39: 3" AC Paving of Driveway from Edwards to Staging Area	1	LS	\$	11,166.00	\$	11,166.00	0%	\$	-	0%	\$	-	0%	\$	-
8a-7	PCO 64: 3" AC Paving of 1848 s.f. driveway through staging area from PCO 37 to area/PCO 39	1	LS	\$	8,819.12	\$	8,819.12	0%	\$	-	0%	\$	-	0%	\$	-
Change Order No. 8a Total																
Change Order No. 8b																
8b-1	PCO 65: Supply and Install 12 l.f. lower cabinets and laminate similar to existing cabinets in existing Lab Bldg	1	LS	\$	4,725.59	\$	4,725.59	0%	\$	-	0%	\$	-	0%	\$	-
8b-2	PCO 66: Supply and Install 24 ga. Painted wall panels, sub-framing and steel man door at Air Gap Pad	1	LS	\$	6,150.90	\$	6,150.90	0%	\$	-	100%	\$	6,150.90	100%	\$	6,150.90
8b-3	PCO 68: Supply and Install new Armstrong sheet vinyl w/rubber base in exist. Lab Bldg. Price includes three moisture tests. Does not include moisture proofing existing conc. Slab or removal of exist. Flooring and adhesive.	1	LS	\$	4,613.18	\$	4,613.18	0%	\$	-	0%	\$	-	0%	\$	-
8b-4	PCO 71: Retrofit exist. Pole mount fixtures w/ new LED kits and remove old lamps and ballasts.	1	LS	\$	10,146.86	\$	10,146.86	0%	\$	-	0%	\$	-	0%	\$	-
8b-5	PCO 72: Install 120v outlet at Air Gap Pad	1	LS	\$	689.33	\$	689.33	0%	\$	-	0%	\$	-	0%	\$	-
Change Order No. 8b Total																
Change Order No. 9a																
9a-1	PCO 45: Delete 8" BMW Piping	1	LS	\$	(6,503.82)	\$	(6,503.82)	100%	\$	(6,503.82)	0%	\$	-	100%	\$	(6,503.82)
9a-2	PCO 46: Delete 6" SL Piping	1	LS	\$	(5,479.89)	\$	(5,479.89)	100%	\$	(5,479.89)	0%	\$	-	100%	\$	(5,479.89)
9a-3	PCO 50: Delete four 6"x6" sawcuts at Chlorine Contact Basin	1	LS	\$	(800.00)	\$	(800.00)	100%	\$	(800.00)	0%	\$	-	100%	\$	(800.00)
9a-4	PCO 53: Delete F'glass Shelter, Slab and Chem. Metering E ui	1	LS	\$	(11,030.85)	\$	(11,030.85)	100%	\$	(11,030.85)	0%	\$	-	100%	\$	(11,030.85)

9a-5	PCO 58: (58r1) Delete 14" Plug Valve at Station 47+56	1	LS	\$	(2,015.35)	\$	(2,015.35)	100%	\$	(2,015.35)	0%	\$	-	100%	\$	(2,015.35)
9a-6	PCO 73: Installation of Level transducer Wiring from Contact Basin to SCADA Panel	1	LS	\$	1,545.31	\$	1,545.31	100%	\$	1,545.31	0%	\$	-	100%	\$	1,545.31
9a-7	PCO 75: Exterior Painting of Operations Building	1	LS	\$	2,121.00	\$	2,121.00	100%	\$	2,121.00	0%	\$	-	100%	\$	2,121.00
Change Order No. 9a Total						\$	(22,163.60)		\$	(22,163.60)		\$	-		\$	(22,163.60)
Change Order No. 9b																
9b-1	PCO 76: Install Vinyl and Base at Op. Bldg. Entry Hall	1	LS	\$	1,183.52	\$	1,183.52	100%	\$	1,183.52	0%	\$	-	100%	\$	1,183.52
9b-2	PCO 77: Supply and Install Floor Leveling Compound at Op. Bldg.	1	LS	\$	3,289.37	\$	3,289.37	100%	\$	3,289.37	0%	\$	-	100%	\$	3,289.37
9b-3	PCO 78: Supply and Install Acid Stain at Restroom at Op. Bldg.	1	LS	\$	1,312.50	\$	1,312.50	100%	\$	1,312.50	0%	\$	-	100%	\$	1,312.50
9b-4	PCO 79: Repair dry rot at overhangs of Op. Bldg.	1	LS	\$	710.84	\$	710.84	100%	\$	710.84	0%	\$	-	100%	\$	710.84
9b-5	PCO 80: Install 12lf Trench Drain at Dewatering Bldg.	1	LS	\$	6,711.15	\$	6,711.15	100%	\$	6,711.15	0%	\$	-	100%	\$	6,711.15
9b-6	PCO 81: Remove and Replace approx. 30 lf concrete curb.	1	LS	\$	1,946.67	\$	1,946.67	100%	\$	1,946.67	0%	\$	-	100%	\$	1,946.67
9b-7	PCO 82: Change of Contract Time: Additional 27 Days	1	LS	\$	-	\$	-	0%	\$	-	0%	\$	-	0%	\$	-
Change Order No. 9b Total						\$	15,154.05		\$	15,154.05		\$	-		\$	15,154.05
TOTAL						\$	138,531.42		\$	66,347.42		\$	10,487.66		\$	76,835.08

STEPHANIE N. BEAUCHAINE

1228 Riverside Drive Rio Dell, California 95562 • (707) 764-3175 • sbeauchaine1321@gmail.com

City of Rio Dell
675 Wildwood Avenue
Rio Dell, California 95562

November 20, 2013

Re: Resignation

Dear Mr. Stretch,

Please accept this letter as formal notice that I am resigning my position as Finance Director with the City of Rio Dell effective December 20, 2013. I have accepted a challenging opportunity and will be serving as the Director of Finance with the City of Millbrae effective January 6, 2014.

I would like to thank the City for all of the opportunities my employment has provided me and also to personally thank you for your mentoring, and support; I will be forever grateful to you.

My goal is to implement as smooth a transition as possible and I offer my support in whatever way you see fit.

Sincerely,



Stephanie Beauchaine

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Rio Dell City Council

FROM: Karen Dunham, City Clerk

THROUGH: Jim Stretch City Manager

DATE: December 3, 2013

SUBJECT: Upgrade of City Council Chambers Public Address System

RECOMMENDATION

Approve upgrade of City Council Chambers Public Address System and authorize the City Manager to contract with Sound Advice to complete Phase 1 and 2 of the proposed improvements for an amount not to exceed \$6,500.00.

BACKGROUND AND DISCUSSION

As you are aware, we have been encountering some problems with the public address system in the Council Chambers for quite some time. On November 12, 2013, Craig Pedley, Vice President/ Manager of Custom AV Systems of Sound Advice came down to evaluate the current system and make recommendations on how to improve the quality of the audio system. Upon his initial review of the Council Chambers and existing equipment, he was able to make several observations. First, the existing microphones are made to be used as hand-held mics and to be effective they must be spoken into from a distance of 4 to 5 inches. Also, the locations of the speakers mounted on the ceiling make them somewhat ineffective. In addition, the acoustics in the room are poor which makes it even more difficult for people in the back of the room to hear. He indicated that an acoustical treatment installed on the wall behind the Council dias would significantly improve the quality of sound in the room. In regard to the recent feedback problems we were experiencing, he said the feedback was likely caused by the lavalier (tie) mic worn by Mayor Thompson. Based on his evaluation, the following recommendations were made:

Phase 1:

Install (9) new gooseneck table microphones including bases, mute buttons and cables; move ceiling speakers one bay toward rear of room; repair floor jack connection; and reset controls.

\$3,849.38

Based on his evaluation, the following recommendations were made:

Phase 1:

Install (9) new gooseneck table microphones including bases, mute buttons and cables; move ceiling speakers one bay toward rear of room; repair floor jack connection and reset controls. **\$3,849.38**

Phase 2

Install acoustical wall panels and mounting plates on the front/side wall of the Council Chambers. **\$2,359.06**

The total cost for equipment and labor for Phase 1 and 2 is \$6,208.44. The initial evaluation was billed at \$175.00 but with implementation of any or all improvements under the phase 1 or 2, Sound Advice will credit back to the City 50%, which reduces the initial invoice to \$87.50. Thus, the overall cost for the improvements in the Council Chambers including the initial visit totals \$6,295.94.

BUDGETARY IMPACT

Funds for this project were not included in the 2013-14 City budget, but \$8,000 was included for the cost of purchasing video equipment and for contract labor with Access Humboldt for the "live" broadcast of Council meetings on the public access channel. On August 20, 2013 the Council approved a \$941 transfer from this budget account to upgrade public seating in the Chambers, leaving a balance is \$7,059.

Inasmuch as improvements to the sound system and acoustics should occur before a decision is made on broadcasting City Council meetings to the public, it is recommended by the City Manager that the balance in the Contract for Professional Services account (5115) be used to implement Phases 1 and 2 of the quote from Sound Advice this fiscal year, and that a decision on the broadcasting/video question be deferred until fiscal year 2014-2015.

Service Call Data Sheet

005746

Client Name: <u>City of Rio Dell</u>	Address: <u>675 Wildwood</u>
Contact: <u>Karen</u>	City, Zip: <u>Rio Dell, CA</u>
Serv. Call Date: <u>11/12/13</u> Time: <u>1:30</u>	Home Phone: _____
Orig Contact: <u>CP 1</u> Tech: <u>CP</u>	Work Phone: <u>764-3532; 1704</u>

Directions: Corner of Davis & Wildwood // shell station
Jim Gretchen City Mgr.

Problem / Request: Walk-Through + diagnose problem mic(s) assess system.

Warranty Status: 75/hr + Travel 50mi RT* - Credit back
 Service Performed: 50% of Eval. Visit w/ implementation of any improvements Phase 1-4.

Repair Workorder Ref: _____
 Sales Invoice Ref: _____
 P.O. No: _____
 Authorized By: _____
 Payment: ☐ Cash ☐ Visa ☐ Charge
 Credit Card # _____
 Exp: ____ / ____ CCV # _____

Quan:	Items:	Cost:



303 Fifth Street
 Eureka, CA 95501
 Phn: 707-442-4462
 Fax: 707-442-5609
www.soundadviceonline.com

Materials Sub-T: _____
 Labor: _____
 Tax: _____
 Total: 175.00 *

The service(s) listed above have been completed in a satisfactory manner X _____ Date: _____



303 5th Street
Eureka, CA 95501
707-442-4462 fax 707-442-5609
e-mail: @soundadviceonline.com

System Purchase Contract

Client Information ...

Name City of Rio Dell Home Phone: Site Location: Council Chambers
Address 675 Wildwood Avenue Work Phone: 764-3532 Contact: Jim Stretch
City, State Rio Dell, CA 95562 Fax Number: 764-5480
e-mail cm@riodelcity.com

First Contact: 12-Nov-13
Quote Issued: 13-Nov-13
Est Start Date: 0-Jan-00

Product Category

Items

Phase 1 - Council Chamber Update

Video Components

Audio Electronics

Accessories

Cables

9 ea U859QL 19.75" gooseneck table mic: 5 council members, 2 staff, 1 city clerk, 1 podium
8 each AT-8615RS base with mute button, 1 each podium shock mount, 1 ea unimix combiner
20 ' speaker cable, 3 ft mic cable

Net Price

\$2,375.00
\$777.00
\$22.95

Notes

Move ceiling speakers one bay toward rear of room, recenter to audience
Repair floor mic jack connection.
Install new microphones.
Ring out room, reset EQ, and set mic channel gain. * 50% credit back 11-12 charge est.

Sub Total:

Sales Tax:

*Credit

Labor / Travel:

TOTAL:

\$3,174.95

\$261.93

(\$87.50)

\$500.00

\$3,849.38

Payment Terms

Initial Deposit: \$2000.00 Due At time of approval

Remaining Balance Due on Completion

Customer Acceptance ...

Acceptance : The above proposal and terms when accepted by the "Client" and a representative of Sound Advice becomes a contract between the two parties and is not subject to cancellation.
Until this contract is approved and a deposit received, all prices for materials and labor are valid for a period of 30 days from the "quote issued" date listed above.

By:

Signature

Date:

Sound Advice, Accepted By ...

Name: Craig Pedley

Position: Mgr, Custom AV Systems

Date: 11/12/2013

Status

☒ Existing Client

☐ New Client.....

Referred By:

S.A. License # 714454 (C-7)

Acoustical Treatment Quotation

Phase 2

Customer Info

Name	City of Rio Dell	Home Phone	
Address	675 Wildwood Avenue	Work Phone	764-3532
City, State	Rio Dell, CA 95562	Fax	

Dates

1st Contact	11/12/13
Orig. Quote	11/13/13
Est Start:	

Brand	Model / Description	Location	Stock Status	P.O. #	Quan	Price	Total w/Discount
Acoustics First	1" x 2' x 4' Sonora Wall Panels	Front Wall/side	Spl Order		13	\$105.00	\$1,365.00
	SNR-124						
Acoustics First	1" x 2' x 2' Sonora Wall Panels	Front Wall	Spl Order		4	\$55.00	\$220.00
	SNR-122						
Acoustics First	Set of impaler mounting plates	Front wall/side	Spl Order		1	\$40.00	\$40.00
	this option totals 120 sq. ft.						
approx 50 std colors/fabric available or custom color/fabric							

Notes

Several options for rectangular panel arrangement. Approx. 100-120 square ft. Consisting of 16-18 panels.

	sub-total	\$1,625.00
	S-tx	\$134.06
est.	shipping	\$175.00
est.	Labor	\$425.00
	TOTAL	\$2,359.06

Prepared By...

Name Craig Pedley